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10 **UNITED STATES BANKRUPTCY COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

12 In re:

13 The Litigation Practice Group P.C.,

14 Debtor.

Chapter 11

Case No. 8:23-bk-10571-SC

Adv. Proc. No.

COMPLAINT FOR:

16 Richard A. Marshack, Trustee of the LPG
Liquidation Trust,

17 Plaintiff,

18 v.

19 Outsource LLC, dba Apex Marketing LLC, a
20 Delaware Limited Liability Company; Ali Kash,
individually and as principal of Outsource LLC;
21 Z.A.P. Marketing Corp., a California
Corporation; Mohamed Hegazi, an individual
22 and Chief Executive Officer of Z.A.P.
Marketing Corp.; and Zeid Nesheiwat, a
23 principal of Z.A.P. Marketing Corp.,

24 Defendants.

**(1) AVOIDANCE, RECOVERY, AND
PRESERVATION OF 4-YEAR ACTUAL
FRAUDULENT TRANSFERS;**

**(2) AVOIDANCE, RECOVERY, AND
PRESERVATION OF 4-YEAR
CONSTRUCTIVE FRAUDULENT
TRANSFERS;**

**(3) AVOIDANCE, RECOVERY, AND
PRESERVATION OF 2-YEAR ACTUAL
FRAUDULENT TRANSFERS;**

**(4) AVOIDANCE, RECOVERY, AND
PRESERVATION OF 2-YEAR
CONSTRUCTIVE FRAUDULENT
TRANSFERS;**

**(5) AVOIDANCE, RECOVERY, AND
PRESERVATION OF TRANSFERS WITHIN
90-DAYS OF THE PETITION DATE;**

**(6) AVOIDANCE, RECOVERY, AND
PRESERVATION OF POST-PETITION
TRANSFERS;**

**(7) TURNOVER;
(8) AIDING AND ABETTING FRAUD; AND
(9) DISALLOWANCE OF CLAIMS**

For his *Complaint for (1) Avoidance, Recovery, and Preservation of 4-Year Actual Fraudulent Transfers; (2) Avoidance, Recovery, and Preservation of 4-Year Constructive Fraudulent Transfers; (3) Avoidance, Recovery, and Preservation of 2-Year Actual Fraudulent Transfers; (4) Avoidance, Recovery, and Preservation of 2-Year Constructive Fraudulent Transfers; (5) Avoidance, Recovery, and Preservation of Transfers Within 90-Days of the Petition Date; (6) Avoidance, Recovery, and Preservation of Post-Petition Transfers; (7) Turnover; and (8) Aiding and Abetting Fraud; and (9) Disallowance of Claims* (“Complaint”), plaintiff Richard A. Marshack, the former Chapter 11 Trustee for the bankruptcy estate (“Estate”) of debtor The Litigation Practice Group P.C. (“Debtor” or “LPG”) and current liquidating trustee of the LPG Liquidation Trust (collectively “Trustee” or “Plaintiff”) in the above-captioned bankruptcy case (“Bankruptcy Case”), alleges and avers as follows:

STATEMENT OF THE CASE

1. A bankruptcy trustee may avoid and recover actual and constructively fraudulent transfers made by a debtor. In this case, while insolvent, Debtor transferred at least \$807,489.84 to Defendant Outsource, LLC (“Defendant Outsource”) and its dba Apex Marketing, LLC¹ (“Apex Marketing”) within four years prior to the bankruptcy (the “Outsource Pre-petition Transfers”), which includes at least \$534,057.94 in payments from Debtor within 90 days of Debtor’s petition date (the “Outsource Preference Transfers”), March 20, 2023 (“Petition Date”). Defendant Outsource also received at least \$184,788.10 after the Petition Date (“Outsource Post-Petition Transfers”). The total of all transfers from Debtor to Defendant Outsource is at least \$992,277.94 (collectively, the “Outsource Transfers”).

2. During the same four-year period prior to the Petition Date, Debtor transferred at least \$44,806.91 (“Z.A.P. Pre-Petition Transfers”) to Defendant Z.A.P Marketing Corp., a California corporation (“Defendant Z.A.P.”). The Z.A.P. Pre-Petition Transfers includes at least \$34,692.34 in

¹ Apex Marketing, LLC, the dba of Defendant Outsource, is a Delaware Limited Liability Company, but so far Trustee’s investigation has not yet revealed transfers from Debtor to Apex Marketing, LLC, but Trustee’s investigation remains ongoing.

1 payments from Debtor within 90-days of the Petition Date (“Z.A.P. Preference Transfers”). Defendant
2 Z.A.P. also received at least \$22,908.18 in payments from Debtor after the Petition Date (Z.A.P. Post-
3 Petition Transfers”). The total of all transfers from Debtor to Defendant Z.A.P. is at least \$67,715.09
4 (collectively, the “Z.A.P. Transfers”).

5 3. Collectively, the sum total of all (pre- and post-petition) transfers from Debtor to
6 Defendant Outsource and Defendant Z.A.P. is at least \$1,059,993.03 (collectively, the Transfers”).

7 4. Reasonably equivalent value was not provided to the Debtor in exchange for either of
8 the Outsource Transfers or the Z.A.P. Transfers, and, as evidenced below, both the Outsource
9 Transfers and the Z.A.P. Transfers were made with actual intent to hinder, delay, or defraud Debtor’s
10 creditors.

11 5. Under these facts, the Trustee can avoid the Outsource Transfers and the Z.A.P.
12 Transfers and recover from Defendant Outsource and Defendant Z.A.P. as the “initial” transferees of
13 such transfers who did not take in good faith, for value, and without knowledge of the avoidability of
14 such transfers. Trustee seeks to avoid, recover, and preserve the Outsource Transfers and the Z.A.P.
15 Transfers for the benefit of the Estate.

16 **STATEMENT OF JURISDICTION AND VENUE**

17 6. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157
18 and 1334 in that this action arises in and relates to the bankruptcy case pending in the United States
19 Bankruptcy Court for the Central District of California, Santa Ana Division, entitled *In re The*
20 *Litigation Practice Group P.C.*, Bankruptcy Case Number 8:23-bk-10571-SC.

21 7. Plaintiff has standing to bring this adversary proceeding pursuant to Provision V.E. of
22 the Modified First Amended Joint Chapter 11 Plan of Liquidation, confirmed by the Court on
23 September 9, 2024, as Dk. No. 1646. The Plan provides that the estate’s litigation claims, including
24 avoidance claims, were transferred to the LPG Liquidating Trust. Plaintiff brings these claims on
25 behalf of the Trust.

26 8. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (B),
27 (E), (H), and (O), and this Court has Constitutional authority to enter a final judgment on these claims.

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1 To the extent any claim for relief contained herein is determined not to be a non-core proceeding or a
2 *Stern*-claim, Plaintiff consents to the entry of final judgment and orders by the Bankruptcy Court.

3 9. Defendant is notified that Rule 7008 of the Federal Rules of Bankruptcy Procedure
4 requires Defendant to plead whether consent is given to the entry of a final order and judgment by the
5 Bankruptcy Court.

6 10. Venue properly lies in the Central District of California in that this adversary
7 proceeding arises in or is related to a case under Title 11 of the United State Code as provided in
8 28 U.S.C. §§ 1408 and 1409.

9 **PARTIES**

10 11. The Litigation Practice Group P.C. (previously defined as “Debtor”) is a corporation
11 organized under the laws of the State of California, that had its principal place of business in Tustin,
12 California. During all relevant times prior to bankruptcy, Daniel S. March (“Mr. March”) was the
13 Chief Executive Officer of Debtor.

14 12. Richard A. Marshack (previously defined as “Trustee” or “Plaintiff”) was the duly-
15 appointed, qualified, and acting Chapter 11 Trustee for the Estate. Pursuant to the confirmed Plan,
16 the Trustee now serves as Trustee of the LPG Liquidation Trust. All claims have been transferred to
17 the Liquidating Trust pursuant to the confirmed plan and Plaintiff brings this action solely in his
18 capacity as the former Chapter 11 Trustee and current Liquidating Trustee of the LPG Liquidation
19 Trust for the benefit of Debtor’s Estate and its creditors.

20 13. Plaintiff alleges that, at all relevant times, Defendant Outsource was a domestic
21 corporation, though Plaintiff does not presently know from what state. As noted above, on
22 information and belief, Defendant Outsource had a dba, Apex Marketing LLC, a Delaware Limited
23 Liability Company (previously defined as “Apex Marketing”). According to the Delaware Secretary
24 of State, Apex Marketing may be served by first class mail postage prepaid upon its registered agent
25 for service of process, Harvard Business Services, Inc., at 16192 Coastal Hwy, Lewes, Delaware
26 19958. A true and correct copy of Apex Marketing’s information from Delaware Secretary of State
27 website is attached hereto as **Exhibit 1**.

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1 14. On information and belief, Plaintiff alleges that at all relevant times, defendant Ali
2 Kash (“Defendant Kash”) was a principal of Defendant Outsource and its dba Apex Marketing, LLC.
3 On information and belief, Defendant Kash may be served by first class mail postage prepaid at 1600
4 Dove Street, Suite 100, Newport Beach, CA 92660.

5 15. Plaintiff alleges that at all relevant times Defendant Z.A.P. was a domestic corporation
6 existing under the laws of the State of California. According to the California Secretary of State
7 website, Defendant Z.A.P.’s principal place of business is located at 9920 Research Drive, Irvine,
8 California 92618. This address also serves as Defendant Z.A.P.’s mailing address. Service by first
9 class mail postage prepaid may be made upon Defendant Z.A.P.’s registered agent, Northwest
10 Registered Agent, Inc. A true and correct copy of Defendant Z.A.P.’s information from the California
11 Secretary of State’s website is attached hereto as **Exhibit 2**. Finally, on information and belief,
12 Defendant Z.A.P. may have an alternate address, 8845 Research Drive, Suite 120, Irvine, California,
13 92618.

14 16. Plaintiff alleges that at all relevant times, defendant Mohamed Hegazi (“Defendant
15 Hegazi”) was the Chief Executive Officer for Defendant Z.A.P. On information and belief, Defendant
16 Hegazi may be served by first class mail postage prepaid at 13567 Gold Creek Drive, Eastvale,
17 California 92880-5546.

18 17. Plaintiff alleges that at all relevant times, defendant Zeid Nesheiwat (“Defendant
19 Nesheiwat”) was also a principal of Defendant Z.A.P. On information and belief, Defendant
20 Nesheiwat may be served by first class mail postage prepaid at 26652 Bridlewood Drive, Laguna
21 Hills, California 92653-7570.

22 **GENERAL ALLEGATIONS**

23 **A. The Bankruptcy Case**

24 18. On March 20, 2023 (previously defined as the “Petition Date”), the Debtor filed a
25 voluntary petition under Chapter 11 of Title 11 of the United States Code, initiating bankruptcy Case
26 No. 8:23-bk-10571-SC (“Bankruptcy Case”) in the United States Bankruptcy Court for the Central
27 District of California, Santa Ana Division.

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1 19. On May 8, 2023, Trustee accepted his appointment as the Chapter 11 Trustee in the
2 Bankruptcy Case. To the extent that Trustee was not appointed until after any of the events alleged in
3 this Complaint, the allegations are based on information and belief. *See Soo Park v. Thompson*, 851
4 F.3d 910, 928 (9th Cir. 2017); *Miller v. City of Los Angeles*, 2014 U.S. Dist. LEXIS 198871, at *5
5 (C.D. Cal. Aug. 7, 2014); *Mireskandari v. Daily Mail and General Trust PLC*, 2013 U.S. Dist. LEXIS
6 194437, at *4 (C.D. Cal. July 31, 2013).

7 20. Pursuant to the Order Confirming Modified First Amended Joint Chapter 11 Plan of
8 Liquidation entered September 9, 2024, and the Notice of Occurrence of Effective Date of Modified
9 First Amended Joint Chapter 11 Plan of Liquidation filed September 24, 2024, Richard A. Marshack
10 became the Liquidating Trustee of the LPG Liquidation Trust effective September 24, 2024. [Bankr.
11 Docket Nos. 1646 & 1762].

12 **B. Protective Order**

13 21. On or about May 2, 2024, Plaintiff filed that certain Notice and Motion for Entry of
14 Protective Order (the “Protective Order Motion”). On June 3, 2024, the Court entered its Order
15 Granting Motion for Entry of Protective Order and the Protective Order [Bankr. Docket No. 1270]
16 (the “Protective Order”). A true and accurate copy of the Protective Order is attached as **Exhibit 3**
17 and incorporated here.

18 22. By its own terms, the Protective Order applies to this adversary proceeding and
19 governs all discovery conducted herein.

20 **C. Debtor’s Insolvency**

21 23. Debtor was insolvent when the Transfers occurred as evidenced by: (a) the 14 UCC 1
22 statements reflecting secured liens against the Debtor’s owned and after-acquired assets and the
23 assignment or sale of substantial portions of the Debtor’s future income; (b) the priority and
24 nonpriority unsecured debt of nearly \$142 million listed in Debtor’s schedules; and, (c) the \$424
25 million of creditor claims filed in this Bankruptcy Case.

26 24. Moreover, insolvency is presumed as a matter of law where, as in this Bankruptcy Case,
27 the debtor operated a Ponzi scheme. *See, e.g., Global Money Mgmt., L.P. v. McDonnold*, No. 06CV34,
28 2008 U.S. Dist. LEXIS 128733, at *15 (S.D. Cal. Feb. 27, 2008) (concluding that “if a Ponzi scheme

1 is proven, then the debtor is proven insolvent from the time of its inception”). (internal citations
2 omitted).

3 **D. LPG**

4 25. Pre-petition, Debtor was a law firm that provided consumer debt resolution services to
5 more than 65,000 clients nationwide.

6 26. Tony Diab (“Diab”) operated, dominated and controlled Debtor at all relevant times.

7 27. The consumers would pay LPG over a period of time via monthly debits and/or ACH
8 debits from their bank accounts.

9 28. The monthly payments were meant to cover all legal services LPG provided to the
10 consumers including validation of the debts, review of documents to determine enforceability, and
11 court appearances to halt lawsuits to obtain judgments.

12 29. In certain instances, LPG would file a lawsuit in an effort to eliminate a disputed debt
13 or to prosecute affirmative claims held by the consumers.

14 30. LPG mismanaged the consumers’ monthly payments.

15 31. Diab and others devised a plan to fraudulently transfer funds, client files, client funds
16 and assets in the form of ACH Receivables (the “ACH Receivables” or “Accounts Receivable”) out
17 of LPG to third parties prior to the filing of bankruptcy.

18 32. To obtain consumer clients, LPG contracted with marketing companies, who engaged
19 in illegal capping and would advertise or call to solicit consumers to become clients of LPG in
20 exchange for a percentage of the ACH Receivables collected by LPG from the consumers.

21 33. The marketing companies would advertise to or call to solicit them to become clients
22 of LPG.

23 34. Because LPG received payments from consumers over time, it often sought financing
24 by borrowing against its future cash flows. This borrowing was not only used to finance operations at
25 LPG, but also to pay the fees owed to the marketing companies for providing the client referrals.

26 35. Many of the documents executed in connection with such financing described the
27 transactions as accounts receivable purchase agreements.

36. To facilitate the transfer of ACH Receivables to marketing affiliates, Diab used entities he controlled including, without limitation, Vulcan Consulting, LLC, Coast Processing, LLP, Prime Logix, LLC, Maverick Management, LLC, BAT, Inc. and/or Validation Partners LLC.

37. Under applicable state and federal laws, ACH pulls from a consumer's bank account cannot occur until the party initiating the payments obtains the consumer's express written consent.

38. With respect to the ACH pulls, the consumer clients only consented to the Debtor initiating the payments from their accounts.

39. With respect to the ACH pulls, the funds were derived from consumer clients that never consented to any law firm other than the Debtor representing them.

40. At all times, the Transfers constituted transfers of interests of the Debtor in property as that term is defined in 11 U.S.C. § 101(54).²

E. LPG'S Prepetition Creditors

41. Debtor was insolvent when each Transfer was made. This insolvency is evidenced in part by the fact that 14 separate UCC-1 statements were of record securing debts of the Debtor as of September 1, 2022. These statements remained unreleased as of the Petition Date. These statements either reflected secured liens against the Debtor's assets then owned or thereafter acquired or provided evidence of the assignment or sale of substantial portions of the Debtor's future income.

42. When the Transfers were made, these prior UCC-1 statements secured the repayment of the following claimed amounts that are currently known to Trustee and are allegedly owed by the Debtor: (i) \$2,374,004.82 owed to Fundura Capital Group as evidenced by Proof of Claim No. 335

² To the extent the LPG Insiders are adjudicated to be initial transferees of the Transfers, the omission of the LPG Insiders in this Complaint is not fatal to the fraudulent transfer claims set forth herein. See *Erickson v. Leonard (In re AVI, Inc.)*, 389 B.R. 721, 735 (9th Cir. BAP 2008) (“[W]e hold that a trustee is not required to avoid the initial transfer from the initial transferee before seeking recovery from subsequent transferees under § 550(a)(2).”); *IBT Intern., Inc. v. Northern (In re Int'l Admin. Servs., Inc.)*, 408 F.3d 689, 708 (11th Cir. 2005) (“Section 550(a) does not mandate a plaintiff to first pursue recovery against the initial transferee and successfully avoid all prior transfers against a mediate transferee.”); *Leslie v. Ace Gallery N.Y. Corp. (In re Art & Architecture Books of the 21st Century)*, 2021 Bankr. LEXIS 3637, *98 (Bankr. C.D. Cal. 2022) (“The language of 11 U.S.C. § 550 does not require a trustee to successfully avoid a transfer with respect to the initial transferee in order to recover from a subsequent transferee under 11 U.S.C. § 550.”); *In re M. Fabrikant & Sons, Inc.*, 394 B.R. 721, 743 (Bankr. S.D.N.Y. 2008) (“[T]he Bankruptcy Code, and specifically §§ 544(b) and 548, does not identify the proper, necessary or indispensable parties to a fraudulent transfer action, and does not state that the initial transferee is necessary.”).

1 purportedly secured by a UCC statement filed on or about May 19, 2021; (ii) approximately \$15
2 million owed to MNS Funding, LLC as evidenced by Proof of Claim No. 1060 purportedly secured
3 by a UCC statement filed on or about May 28, 2021; (iii) approximately \$5,000,000 owed to Azzure
4 Capital, LLC as evidenced by Proof of Claim No. 127 secured by a UCC statement filed on or about
5 May 28, 2021; and (iv) approximately \$1.5 million owed to Diverse Capital, LLC purportedly secured
6 by UCC statements filed on or about September 15, 2021, and December 1, 2021.³

7 43. As alleged above, LPG was borrowing against its assets and future income, often on
8 unfavorable terms, not only to finance operations at LPG, but also to pay the fees owed to the
9 marketing affiliates for providing it with consumer clients. Pursuant to the agreements with the
10 marketing companies, significant percentages of future payments were already promised to be paid to
11 the marketing affiliates from whatever future income the Debtor would receive.

12 44. In addition, on Debtor's Schedule E/F [Bankr. Docket No. 33], Debtor scheduled 11
13 unsecured creditors with priority unsecured claims totaling \$374,060.04. These priority unsecured
14 creditors include Indiana Dept. of Revenue, Dept. of Labor and Industries, Arizona Dept. of Economic
15 Security, Arkansas Dept. of Finance & Admin., California Franchise Tax Board, Georgia Dept. of
16 Labor, Internal Revenue Service, Mississippi Dept. of Revenue, Nevada Dept. of Taxation, Utah State
17 Tax Commission, and Wisconsin Dept. of Revenue (collectively, "Priority Unsecured Creditors").

18 45. Another group of creditors that Debtor listed on its Schedule E/F [Bankr. Docket No.
19 33] are nonpriority unsecured creditors. Those 58 creditors have scheduled claims totaling
20 \$141,439,158.05 and include Ajilon; Anthem Blue Cross; Azevedo Solutions Groups, Inc.; Carolina
21 Technologies & Consulting Invoice; Collaboration Advisors; Credit Reporting Service Inc.; CT
22 Corporation – Inv.; Debt Pay Pro; Document Fulfillment Services; EnergyCare, LLC; Exela Enterprise
23 Solutions; First Legal Network, LLC; GHA Technologies Inc.; Harrington Electric, Inc.; Imagine
24 Reporting; Juize, Inc.; Krisp Technologies, Inc.; Liberty Mutual; Marc Lemauiel – Allegra;
25 MarkSYS Holdings, LLC; Netsuite-Oracle; Pitney Bowes; Rapid Credit, Inc.; SBS Leasing A
26 Program of De Lage Landen; Security Solutions; Sharp Business Systems; Streamline Performance,
27

28 ³ Trustee reserves all rights, claims, and defenses with respect to these and any other purported
secured or unsecured claims.

1 Inc.; Thomson Reuters; Twilio, Inc.; Nationwide Appearance Attorneys; Executive Center, LLC;
2 Outsource Accelerator, Ltd.; TaskUs Holdings, Inc.; Marich Bein, LLC; Validation Partners; MC DVI
3 Fund 1, LLC; MC DVI Fund 2, LLC; Debt Validation Fund II, LLC; Tustin Executive Center;
4 LexisNexus; JP Morgan Chase; Business Centers of America; Michael Schwartz; Anibal Colon Jr.;
5 Kathleen Lacey; David Ulery; Kimberly Birdsong; Kevin Carpenter; Karen Suell; Gloria Eaton;
6 Carolyn Beech; Debra Price; Kenneth Topp; Darcey Williamson, Trustee; James Hammett; Johnny
7 Rizo; Beverly Graham; Kathleen Scarlett; and Geneve and Myranda Sheffield (collectively,
8 “Nonpriority Unsecured Creditors” and, together with the Secured Creditors and Priority Unsecured
9 Creditors, “Prepetition Creditors”).

10 46. As of the filing of this complaint, approximately 5,771 claims have been filed with the
11 Bankruptcy Court. While Trustee has not reviewed all claims as of the date of this complaint, and
12 reserves all rights to object to those claims, the total amount is in excess of approximately
13 \$717,507,462.29.

14 **F. Ponzi Scheme**

15 47. This Court has recognized that Debtor operated a Ponzi scheme by using funds
16 provided by former investors to attract new investors hoping for very high returns. [*See* Bankr. Docket
17 No. 1545, fn. 5.]

18 48. The Ponzi Scheme Presumption establishes a debtor’s “intent to defraud future
19 undertakers [investors] from the mere fact that a debtor was running a Ponzi scheme.” *Merrill v. Abbott*
20 (*In re Independent Clearing House Co.*), 77 B.R. 843, 860 (D. Utah 1987). “Knowledge to a
21 substantial certainty constitutes intent in the eyes of the law, cf. Restatement (Second) of Torts § 8A
22 (1963 & 1964), and a debtor’s knowledge that future investors will not be paid is sufficient to establish
23 his actual intent to defraud them.” *Id.* A trustee in bankruptcy is not required to show that an operator
24 of a Ponzi scheme was subjectively aware his Ponzi scheme was destined to fail. *In re EPD Inv. Co.,*
25 *LLC*, 114 F.4th at 1153 (9th Cir. 2024).

26 49. “[I]f all the debtor receives in return for a transfer is the use of the defendant’s money
27 to run a Ponzi scheme, there is nothing in the bankruptcy estate for creditors to share.” *In re*
28 *Independent Clearing House Co.* 77 B.R. at 859. In such a situation, the use of the defendant’s money

1 cannot objectively be called “reasonably equivalent value.” *Id.* Therefore, “[t]he trustee can avoid the
2 transfers if they were preferential or fraudulent. Transfers to investors in a Ponzi scheme are
3 preferential and fraudulent. Therefore, they constitute ‘property of the estate,’ and the trustee can
4 recover them.” *Id.* at 853 n.17 (citations omitted).

5 50. Based on the Ponzi Scheme presumption, the Court can infer that the Debtor had the
6 intent to defraud investors within the meaning of 11 U.S.C. § 548(a)(1). Since the transfers by Debtor
7 to third parties, including Defendants, were made with the intent to further the Ponzi scheme, the
8 Debtor did not receive an objectively reasonable equivalent value for such transfers, and the Trustee
9 can avoid any such transfers because they were preferential and/or fraudulent.

10 **G. The Criminal Enterprise**

11 51. Debtor’s operations, activities and transfers done in furtherance of the Ponzi scheme,
12 including those in conjunction with its affiliates and its dealings with Defendants, also constituted a
13 criminal enterprise.

14 52. This, too, is evidenced by the Court’s order in the 1046 Action wherein it denied the
15 Motion of Greyson Law Center to Vacate the Preliminary Injunction previously entered in Debtor’s
16 main case, and the Court offered the opinion:

17 Through the various proceedings and evidence produced in both the main case and the
18 various adversary proceedings, including but not limited to various Motions for
19 Temporary Restraining Orders, Preliminary Injunctions, Motions to Dismiss, a Motion
20 for Appointment of a Chapter 11 Trustee, a Motion to Sell Assets, a multitude of
21 pleadings filed by both secured and unsecured creditors (supported by evidence
22 presented under oath) in support of their claims, and especially the pleadings and
23 evidence presented by the “Watchdog of the Bankruptcy System” aka the Office of the
24 United States Trustee (an arm of the United States Department of Justice), *it is clear to
25 this Court that Debtor, since its pre-petition inception (and through the time of the
26 appointment of the Chapter 11 Trustee) was in the Court’s opinion, operating a
27 criminal enterprise.*

24 (Case No. 8:23-bk-10571-SC; Adv. No. 8:23-ap-01046-SC [Bankr. Docket No. 1545, p.3
25 (emphasis in original)].)

26 53. As part of this criminal enterprise, Debtor and Defendants engaged in fraudulent
27 transfers of its accounts receivables pursuant to various agreements.

28 ///

1 **H. Defendants Outsource And Z.A.P.**

2 a. **Defendant Outsource**

3 54. Defendant Outsource dba Apex Marketing was one of the marketing affiliate
4 companies that procured clients for Debtor. *See Stipulation With Defendant Tony Diab For Entry of*
5 *Judgment*, Adv. Proc. 23-ap-01046-SC, dkt. 719, Exhibit 5, p. 2.).

6 55. On information and belief, Defendant Outsource had an affiliate agreement similar to
7 the affiliate agreements Debtor had with the dozens of other marketing affiliates, whereby Defendant
8 Outsource would procure and refer potential clients to Debtor for an agreed upon fee.

9 b. **Defendant Z.A.P.**

10 56. Defendant Z.A.P. was also a marketing affiliate with Debtor that procured clients for
11 Debtor.

12 57. Debtor agreed to pay, and in fact paid, Defendant Z.A.P. a portion of monthly payments
13 received from consumers referred by Defendant Z.A.P.

14 i. **The Z.A.P. Affiliate Agreement**

15 58. On or about October 19, 2022, Defendant Z.A.P. entered into an Affiliate Agreement
16 (“Z.A.P. Affiliate Agreement”) with Debtor. A true and correct copy of the Z.A.P. Affiliate Agreement
17 is attached hereto as **Exhibit 4**.

18 59. Under the Z.A.P. Affiliate Agreement, Debtor agreed to pay Defendant Z.A.P. as
19 follows:

20
21 Affiliate shall be entitled to receive the following as full and complete compensation
22 for its services to LPG: LPG shall pay 75% per file for each file that Affiliate places
23 with LPG, not counting the monthly maintenance fee of \$96.38, which LPG shall retain
24 to cover administrative costs for each file. LPG shall calculate the amount of each file,
25 apply the above-identified percentage fee, and remit the same to Affiliate pursuant to
26 an agreed-upon schedule not to exceed one remittance per seven (7) calendar days. If
27 any consumer cancels LPG’s services, or demands a refund for payment for such
28 services, or both, then LPG shall be solely responsive for such cost and Affiliate shall
not have to share such expense. LPG has exclusive discretion to grant or deny a
requested refund or cancellation. Finally, LPG may treat a consumer’s failure to remit
payment in a timely manner as a cancellation of the legal services agreement executed
by consumer with LPG, and has sole discretion to make such determination. *See*
Exhibit 4 at ¶6.

1 60. The affiliate agreements violate Sections 6151 and 6155 of the California Business and
2 Professional Code, which prohibit referrals of potential clients to attorneys unless registered with the
3 State Bar of California. Cal. Bus. & Prof. Code § 6155. “Referral activity” includes “any entity ‘which,
4 in person, electronically, or otherwise, refers the consumer to an attorney or law firm not identified’
5 in the advertising.” *Jackson v. LegalMatch.com*, 42 Cal. App. 5th 760, 775 (2019). A referral includes
6 receiving information from potential clients and sending that information to lawyers, even when the
7 advertiser does not advertise the name of the attorneys and the clients do not clear the name of the
8 potential attorney after the referral occurred. *Id.*

9 61. Further, if any effect of an agreement is to accomplish an unlawful purpose, the
10 agreement may be declared illegal regardless of the intention of the parties. *Stockton Morris Plan Co.*
11 *v. Cal. Tractor & Equip. Corp.*, 112 Cal. App. 2d 684, 690 (1952) (citing *Fewel & Dawes, Inc. v.*
12 *Pratt*, 17 Cal. 2d 85, 91 (1941)). This remains true regardless of whether the contract has been
13 performed. *Stevens v. Boyes Hot Springs Co.*, 113 Cal. App. 479, 483 (1931) (A contract by a
14 corporation to purchase its own stock has the effect of illegally withdrawing and paying to a
15 stockholder a part of the capital stock of the corporation and is illegal and void, regardless of the fact
16 that the contract is fully performed by the sellers and partially performed by the corporation.);
17 *Mansfield v. Hyde*, 112 Cal. App. 2d 133, 139 (1952), overruled, *Fomco, Inc. v. Joe Maggio, Inc.*, 8
18 Cal. Rptr. 459 (1960) (Where object of statute requiring licenses is to prevent improper persons from
19 engaging in particular activity, or is for purpose of regulating occupation or business for protection of
20 public, imposition of penalty amounts to prohibition against engaging in occupation or business
21 without license, and contract made by unlicensed person in violation of statute is invalid.); *Firpo v.*
22 *Murphy*, 72 Cal. App. 249, 252 (1925) (A contract to pay commissions to a real estate broker is illegal
23 and he is not entitled to recover thereon where he fails to secure the license required by law to carry
24 on his business.).

25 62. Because the Affiliate Agreements violate federal and state law, they are void,
26 unenforceable, and subject to avoidance as fraudulent. Any alleged consideration provided under the
27 Affiliate Agreements was unlawful.

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63. Unlawful consideration is that which is: “(1) contrary to an express provision of law; (2) contrary to the policy of express law, though not expressly prohibited; or (3) otherwise contrary to good morals.” Cal. Civ. Code § 1667. “If any part of a single consideration for one or more objects, or of several considerations for a single object, is unlawful, the entire contract is void.” Cal. Civ. Code § 1608.

ii. **Z.A.P. Accounts Receivable Purchase Agreement**

64. On or about February 28, 2023, Defendant Z.A.P. entered into an Accounts Receivable Purchase Agreement (“Z.A.P. ARPA”) with the Debtor. A true and correct copy of the ARPA is attached hereto as **Exhibit 5**.

65. Pursuant to the Z.A.P. ARPA Agreement, Defendant Z.A.P. purported to sell Debtor streams of monthly payments from consumers that were supposed to be held in trust until earned. *See Exhibit 5*.

66. By entering into the ARPA Agreement, Debtor and Defendant Z.A.P. violated federal and state laws by selling unearned legal fees or funds there were supposed to be held in trust or used for the benefit of consumers.

67. The effect of the ARPA Agreements was to accomplish an unlawful purpose. Thus, the agreements may be declared illegal regardless of the intention of the parties. *Stockton Morris Plan Co. v. Cal. Tractor & Equip. Corp.*, 112 Cal. App. 2d 684, 690 (1952) (citing *Fewel & Dawes, Inc. v. Pratt*, 17 Cal. 2d 85, 91 (1941)). This remains true regardless of whether the contract has been performed. *Stevens v. Boyes Hot Springs Co.*, 113 Cal. App. 479, 483 (1931) (A contract by a corporation to purchase its own stock has the effect of illegally withdrawing and paying to a stockholder a part of the capital stock of the corporation and is illegal and void, regardless of the fact that the contract is fully performed by the sellers and partially performed by the corporation.); *Mansfield v. Hyde*, 112 Cal. App. 2d 133, 139 (1952), overruled, *Fomco, Inc. v. Joe Maggio, Inc.*, 8 Cal. Rptr. 459 (1960) (Where object of statute requiring licenses is to prevent improper persons from engaging in particular activity, or is for purpose of regulating occupation or business for protection of public, imposition of penalty amounts to prohibition against engaging in occupation or business without license, and contract made by unlicensed person in violation of statute is invalid.); *Firpo v.*

1 *Murphy*, 72 Cal. App. 249, 252 (1925) (A contract to pay commissions to a real estate broker is
2 illegal and he is not entitled to recover thereon where he fails to secure the license required by law
3 to carry on his business.).

4 68. Because the Z.A.P. ARPA Agreement violates federal and state laws, it is void,
5 unenforceable, and subject to avoidance as fraudulent. Any alleged consideration provided to Debtor
6 under the Z.A.P. ARPA Agreement was unlawful.

7 69. Unlawful consideration is that which is: “(1) contrary to an express provision of law;
8 (2) contrary to the policy of express law, though not expressly prohibited; or (3) otherwise contrary to
9 good morals.” Cal. Civ. Code § 1667. “If any part of a single consideration for one or more objects,
10 or of several considerations for a single object, is unlawful, the entire contract is void.” Cal. Civ. Code
11 § 1608.

12 70. Furthermore, on information and belief, the Defendants named in this Complaint were
13 informed of the unlawful nature of the business arrangements and willingly chose to participate. (*See*
14 *Stipulation With Defendant Tony Diab For Entry of Judgment*, Adv. Proc. 23-ap-01046-SC, dkt. 719,
15 pp. 12-13, ¶ 44.)

16 **I. Defendant Kash**

17 71. On information and belief, Defendant Kash was, at all times mentioned herein, in an
18 executive position with Defendant Outsource.

19 72. As an executive of Defendant Outsource, Defendant Kash had control of and authorized
20 Defendant Outsource’s financial operations.

21 73. On information and belief, Defendant Kash executed or authorized an affiliate
22 agreement with Debtor.

23 74. Defendant Kash, through authorizing actions of Defendant Outsource, facilitated
24 Debtor’s criminal enterprise by advertising and marketing Debtor’s services to potential consumers
25 and thereafter enrolling consumers to pay for Debtor’s services.

26 75. Defendant Kash used the business operations between Defendant Outsource and
27 Debtor for his personal gain.

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1 **J. Defendant Hegazi**

2 76. Defendant Hegazi was, at all times mentioned herein, was the Chief Executive Officer
3 of Defendant Z.A.P..

4 77. As an executive of Defendant Z.A.P., Defendant Hegazi had control of and authorized
5 Defendant Z.A.P.'s financial operations.

6 78. Defendant Hegazi executed the Affiliate Agreement with Debtor. *See **Exhibit 4***.

7 79. Defendant Hegazi, through authorizing actions of Defendant Z.A.P., facilitated
8 Debtor's criminal enterprise by advertising and marketing Debtor's services to potential consumers
9 and thereafter enrolling consumers to pay for Debtor's services.

10 80. Defendant Hegazi used the business operations between Defendant Z.A.P. and Debtor
11 for his personal gain.

12 **K. Defendant Nesheiwat**

13 81. On information and belief, Defendant Nesheiwat was a principal, and possibly an
14 owner of Defendant Z.A.P.

15 82. As a principal of Defendant Z.A.P., Defendant Nesheiwat also had control of an
16 authorized Defendant Z.A.P.'s financial operations.

17 83. Defendant Nesheiwat through authorizing actions of Defendant Z.A.P., facilitated
18 Debtor's criminal enterprise by advertising and marketing Debtor's services to potential consumers
19 and thereafter enrolling consumers to pay for Debtor's services.

20 **L. The Demand and Preference Letters**

21 **a. Defendant Outsource Preference Letter**

22 84. On or about January 22, 2024, Trustee sent a letter to Defendant Outsource LLC based
23 on the limited information available to Trustee at the time, indicating that Trustee was aware of several
24 transfers of funds to Defendant Outsource inside the 90-day preference window (the "Outsource
25 Preference Letter"). A true and correct copy of the Outsource Preference Letter is attached hereto as
26 **Exhibit 6**.

27 85. The Outsource Preference Letter indicated that at least \$401,631.33 had been
28 transferred from Debtor to Defendant Outsource inside the 90-day preference window and requested

1 payment of the total amount of the then-known preferential transfers in exchange for a waiver and
2 release from all claims that could be asserted by Trustee against Defendant Outsource pursuant to 11
3 U.S.C. §547. Trustee has since discovered additional transfers from Debtor to Defendant Outsource
4 within the 90-day preference period (as noted above).

5 **b. Demand Letters To Defendant Z.A.P.**

6 86. On September 27, 2024, Trustee sent the first of three demand letters (“First Demand
7 Letter”) to Defendant Z.A.P.. A true and correct copy of the First Demand Letter is attached hereto as
8 **Exhibit 7(a)**.

9 87. In the First Demand Letter, Trustee set forth all known payments (pre- and post-
10 petition) from Debtor to Defendant Z.A.P. and indicate the possibility of Trustee bringing an to recover
11 those payments under 11 U.S.C. §§ 544 548, 549 and 550, as well as Cal. Civ. Code. §§ 3439.04 and
12 3439.05, and demanded either repayment of those sums, or documents supporting any possible
13 defenses to such actions. Defendant Z.A.P. did not respond to the First Demand Letter.

14 88. On October 25, 2024, Trustee sent a second demand letter (“Second Demand Letter”)
15 that was similar in form and substance to the First Demand Letter. A true and correct copy of the First
16 Demand Letter is attached hereto as **Exhibit 7(b)**. Trustee did not receive a response to the Second
17 Demand Letter.

18 89. Finally, on February 21, 2025, Trustee sent a third demand letter to Defendant Z.A.P.
19 (“Third Demand Letter”), which was also similar in form and substance to the First Demand Letter
20 and Second Demand Letter. A true and correct copy of the First Demand Letter is attached hereto as
21 **Exhibit 7(c)**. Trustee did not receive a response to the Third Demand Letter.

22 **M. The Subject Transfers**

23 **a. Transfers to Defendant Outsource**

24 90. As noted above, during the applicable reach-back period, Debtor, transferred cash to
25 Defendant Outsource of not less than \$807,489.84 (previously defined as the “Outsource Pre-petition
26 Transfers”). A true and correct list of the known Pre-Petition Transfers made by Debtor to Defendant
27 Outsource is attached hereto as **Exhibit 8(a)**.

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1 91. The Pre-Petition Transfers include no less than \$534,057.94 transferred from Debtor to
2 Defendant Outsource in the 90-day period prior to the Petition Date (previously defined as the
3 “Outsource Preference Transfers”). A true and correct list of the known Preference Transfers made by
4 Debtor to Defendant Outsource is attached hereto as **Exhibit 8(b)**.

5 92. An additional \$184,788.10 was transferred to Defendant Outsource from Debtor post-
6 petition (previously defined as the “Outsource Post-Petition Transfers”). A true and correct list of the
7 known Post-Petition Transfers made by Debtor to Defendant Outsource is attached hereto as **Exhibit**
8 **8(c)**.

9 93. The total of all known transfers from Debtor to Defendant Outsource is at least
10 \$992,277.94 (previously defined collectively as the “Outsource Transfers”).

11 94. The Outsource Transfers span from November, 5 2022 through May 12, 2023. *See*
12 **Exhibit 8(a) and 8(c)**.

13 **b. Transfers to Defendant Z.A.P.**

14 95. As noted, during the applicable reach-back period, Debtor, transferred cash to
15 Defendant Z.A.P. of not less than \$44,806.91 (previously defined as the Z.A.P. Pre-Petition Transfers).
16 A true and correct list of the known Pre-Petition Transfers made by Debtor to Defendant Z.A.P. is
17 attached hereto as **Exhibit 9(a)**.

18 96. The Pre-Petition Transfers include no less than \$34,692.34 transferred from Debtor to
19 Defendant Z.A.P. in the 90-day period prior to the Petition Date (previously defined as the “Z.A.P.
20 Preference Transfers”). A true and correct list of the known Preference Transfers made by Debtor to
21 Defendant Z.A.P. is attached hereto as **Exhibit 9(b)**.

22 97. An additional \$22,908.18 was transferred to Defendant Z.A.P. from Debtor post-
23 petition (previously defined as the “Z.A.P. Post-Petition Transfers”). A true and correct list of the
24 known Post-Petition Transfers made by Debtor to Defendant Z.A.P. is attached hereto as **Exhibit 9(c)**.

25 98. The Z.A.P. Transfers span from December 2, 2022 through May 26, 2023. *See* **Exhibit**
26 **9(a) and 9(c)**.

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1 107. Debtor had been sued or threatened with suit before some or all of the Outsource Pre-
2 Petition Transfers and Z.A.P. Pre-Petition Transfers occurred.

3 108. Despite Debtor's obligation to the Prepetition Creditors, Debtor continued to pay
4 Defendant Outsource sums received from consumers pursuant to its affiliate agreement, which
5 constitutes an illegal capping agreement between Defendant Outsource and Debtor.

6 109. Similarly, Debtor continued to pay Defendant Z.A.P. sums received from consumers
7 pursuant to its affiliate agreement, which constitutes an illegal capping agreement between Defendant
8 Z.A.P. and Debtor.

9 110. Debtor incurred substantial debt shortly before or shortly after some or all of the
10 Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers occurred.

11 111. Debtor actively concealed its beneficial interest in the Outsource Pre-Petition Transfers
12 and Z.A.P. Pre-Petition Transfers, and made the payments to Defendants Outsource and Z.A.P. with
13 actual intent to hinder, delay, or defraud other creditors of the Debtor.

14 112. Debtor received less than reasonably equivalent value in exchange for the Outsource
15 Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers because the referrals from Defendants
16 Outsource and Z.A.P. to Debtor were illegal under federal and state law, nullifying their value as
17 consideration.

18 113. The Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers were made at
19 a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

20 114. As noted above, Debtor's insolvency is presumed as a matter of law where, as here,
21 Debtor operated a Ponzi scheme.

22 115. Plaintiff alleges that Defendant did not receive the Outsource Pre-Petition Transfers
23 and Z.A.P. Pre-Petition Transfers in good faith, for value, and without knowledge of their avoidability.

24 116. The affiliate agreements with Defendant Outsource and Defendant Z.A.P., as well as
25 the transfers of Debtor's funds pursuant to those agreements are avoidable as fraudulent pursuant to
26 11 U.S.C. § 544(b) and Cal. Civ. Code §§ 3439.04(a) and 3439.07 by one or more creditors who held
27 and hold unsecured claims against Debtor that were and are allowable against the Estate under 11

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1 U.S.C. § 502 or that were not and are not allowable only under 11 U.S.C. § 502(e), including, without
2 limitation, the Prepetition Creditors.

3 117. Based on the foregoing, Plaintiff may avoid the Outsource Pre-Petition Transfers and
4 Z.A.P. Pre-Petition Transfers pursuant to 11 U.S.C. § 544 and California Civil Code section
5 3439.04(a)(1).

6 118. Based on the foregoing, Plaintiff may recover and preserve the Outsource Pre-Petition
7 Transfers and Z.A.P. Pre-Petition Transfers from Defendants respectively as the initial transferees for
8 the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551, and California Civil Code section
9 3439.07.

10 **SECOND CLAIM FOR RELIEF**

11 **Avoidance, Preservation, and Recovery of Constructive Fraudulent Transfer**

12 **11 U.S.C. §§ 544, 550 and 551; Cal. Civ. Code §§ 3439.04(a)(2), 3439.05 and 3439.07**

13 **(Against Defendants Outsource and Z.A.P.)**

14 119. Plaintiff hereby incorporates by reference Paragraphs 1 through 118 and realleges these
15 paragraphs as though set forth in full herein.

16 120. Under 11 U.S.C. § 544(b)(1), Plaintiff may avoid transfers of an interest of Debtor
17 which are voidable under applicable law by an unsecured creditor of Debtor, including under
18 California Civil Code sections 3439.04(a)(2) and 3439.05.

19 121. The Outsource Pre-Petition Transfers, the Z.A..P. Affiliate Agreement, and Z.A.P.
20 ARPA, and Z.A.P. Pre-Petition Transfers occurred within four years prior to the Petition Date.

21 122. As noted above, Debtor did not receive reasonably equivalent value in exchange for
22 the Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers because the referrals from
23 Defendant Outsource and Z.A.P. to Debtor were illegal under federal and state law, nullifying their
24 value as consideration.

25 123. The Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers were made at
26 a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

27 124. As noted above, Debtor's insolvency is presumed as a matter of law where, as here,
28 Debtor operated a Ponzi scheme.

1 125. At the time each pre-petition transfer was made, Debtor was engaged or was about to
2 engage in a business or a transaction for which the remaining assets of Debtor were unreasonably
3 small in relation to the business or transaction.

4 126. At the time each pre-petition transfer was made, Debtor intended to incur, or believed
5 or reasonably should have believed that Debtor would incur, debts beyond Debtor's ability to pay as
6 they became due.

7 127. At the time each pre-petition transfer was made, Debtor was indebted to one or more
8 creditors that held a claim against Debtor on the date of each pre-petition transfer and on the Petition
9 Date.

10 128. Plaintiff alleges that Defendants Outsource and Z.A.P. did not receive the Outsource
11 Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers respectively in good faith, for value, and
12 without knowledge of their avoidability.

13 129. The Debtor was operating a Ponzi scheme and the Ponzi Scheme Presumption can be
14 utilized to infer the Debtor's actual intent to defraud within the meaning of 11 U.S.C. § 548(a)(1). The
15 Debtor's conduct was done with oppression, fraud, and malice, as defined in California Civil Code
16 section 3294, based on the Ponzi Scheme Presumption, entitling the Trustee to, in addition to actual
17 damages, exemplary or punitive damages.

18 130. The affiliate agreements with Defendant Outsource and Defendant Z.A.P., as well as
19 the transfers of Debtor's funds pursuant to those agreements are avoidable as fraudulent pursuant to
20 11 U.S.C. § 544(b) and Cal. Civ. Code §§ 3439.05 and 3439.07 by one or more creditors who held
21 and hold unsecured claims against Debtor that were and are allowable against the Estate under 11
22 U.S.C. § 502 or that were not and are not allowable only under 11 U.S.C. § 502(e), including, without
23 limitation, the Prepetition Creditors.

24 131. Based on the foregoing, Plaintiff may avoid the Outsource Pre-Petition Transfers and
25 Z.A.P. Pre-Petition Transfers pursuant to 11 U.S.C. § 544 and California Civil Code sections
26 3439.04(a)(2) and 3439.05.

27 132. Based on the foregoing, Plaintiff may recover and preserve the Outsource Pre-Petition
28 Transfers and Z.A.P. Pre-Petition Transfers from Defendants respectively as the initial transferees for

1 the benefit of the Estate pursuant to 11 U.S.C. §§ 550 and 551, and California Civil Code sections
2 3439.07.

3 **THIRD CLAIM FOR RELIEF**

4 **Avoidance, Preservation, and Recovery of Actual Fraudulent Transfer**

5 **11 U.S.C. §§ 548(a)(1)(A), 550 and 551**

6 **(Against Defendants Outsource and Z.A.P.)**

7 133. Plaintiff hereby incorporates by reference Paragraphs 1 through 132 and realleges these
8 paragraphs as though set forth in full herein.

9 134. The Outsource Pre-Petition Transfers, the Z.A.P. Affiliate Agreement, and Z.A.P.
10 ARPA, and Z.A.P. Pre-Petition Transfers occurred within two years prior to the Petition Date.

11 135. The Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers were made to
12 Defendants Outsource and Z.A.P. with the actual intent to hinder, delay, or defraud Debtor's creditors.

13 136. The Debtor was operating a Ponzi scheme and the Ponzi Scheme Presumption can be
14 utilized to infer the Debtor's actual intent to defraud within the meaning of 11 U.S.C. section 548(a)(1).

15 137. At the time each pre-petition transfer was made, Debtor was indebted to one or more
16 creditors that held a claim against Debtor on the date of each pre-petition transfer and on the Petition
17 Date.

18 138. Debtor had been sued or threatened with suit before some or all of the Outsource Pre-
19 Petition Transfers and Z.A.P. Pre-Petition Transfers occurred.

20 139. Debtor incurred substantial debt shortly before or shortly after some or all of the
21 Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers occurred.

22 140. The Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers were made at
23 a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

24 141. As noted above, Debtor's insolvency is presumed as a matter of law where, as here,
25 Debtor operated a Ponzi scheme.

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1 142. Plaintiff alleges that Defendants Outsource and Z.A.P. did not receive the Outsource
2 Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers in good faith, for value, and without
3 knowledge of their avoidability because the referrals from Defendants Outsource and Z.A.P. to Debtor
4 were illegal under federal and state law, nullifying their value as consideration.

5 143. Based on the foregoing, Plaintiff may avoid the Outsource Pre-Petition Transfers,
6 Z.A.P. Affiliate Agreement, Z.A.P. ARPA, and Z.A.P. Pre-Petition Transfers under 11 U.S.C. §
7 548(a)(1)(A).

8 144. Based on the foregoing, Plaintiff may recover and preserve the avoided transfers up to
9 the amount of the Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers from Defendants
10 respectively as the initial transferees for the benefit of the Estate under 11 U.S.C. §§ 550 and 551.

11 **FOURTH CLAIM FOR RELIEF**

12 **Avoidance, Preservation, and Recovery of Constructive Fraudulent Transfer**

13 **11 U.S.C. §§ 548(a)(1)(B), 550 and 551**

14 **(Against Defendants Outsource and Z.A.P.)**

15 145. Plaintiff hereby incorporates by reference Paragraphs 1 through 144 and realleges these
16 paragraphs as though set forth in full herein.

17 146. The Outsource Pre-Petition Transfers, the Z.A.P. Affiliate Agreement, and Z.A.P.
18 ARPA, and Z.A.P. Pre-Petition Transfers occurred within two years prior to the Petition Date.

19 147. Debtor did not receive reasonably value in exchange for the Outsource Pre-Petition
20 Transfers and Z.A.P. Pre-Petition Transfers because the referrals from Defendants Outsource and
21 Z.A.P. to Debtor were illegal under federal and state law, nullifying their value as consideration.

22 148. The Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers were made at
23 a time when Debtor was insolvent and/or rendered insolvent by virtue of said transfers.

24 149. As noted above, Debtor's insolvency is presumed as a matter of law where, as here,
25 Debtor operated a Ponzi scheme.

26 150. When the Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers occurred,
27 Debtor's business was undercapitalized and Debtor was engaged in business for which its capital was
28 unreasonably small.

1 151. When the Outsource Pre-Petition Transfers and Z.A.P. Pre-Petition Transfers occurred,
2 Debtor was about to incur debts that were beyond its ability to pay.

3 152. At the time each pre-petition transfer was made, Debtor was indebted to one or more
4 creditors that held a claim against Debtor on the date of each Transfer and on the Petition Date.

5 153. Based on the foregoing, Plaintiff may avoid the Outsource Pre-Petition Transfers,
6 Z.A.P. Affiliate Agreement, Z.A.P. ARPA, and Z.A.P. Pre-Petition Transfers under 11 U.S.C. §
7 548(a)(1)(B)

8 154. Based on the foregoing, Plaintiff may recover and preserve the avoided transfers from
9 Defendant as the initial transferee for the benefit of the Estate under 11 U.S.C. §§ 550 and 551.

10 **FIFTH CLAIM FOR RELIEF**

11 **Avoidance, Recovery, and Preservation of Preferential Transfers**

12 **to Defendants in Preference Period**

13 **11 U.S.C. §§ 547, 550, and 551**

14 **[Against Defendants Outsource and Z.A.P.]**

15 155. Plaintiff hereby incorporates by reference Paragraphs 1 through 154 and realleges these
16 paragraphs as though set forth in full herein.

17 156. As noted above, at least \$534,057.94 of the Outsource Pre-Petition Transfers
18 (previously defined as the “Outsource Preference Transfers”) from Debtor to Defendant Outsource
19 occurred during the 90-day preference period.

20 157. As noted above, at least \$34,692.23 of the Z.A.P. Pre-Petition Transfers (previously
21 defined as the “Z.A.P. Preference Transfers”) from Debtor to Defendant Outsource occurred during
22 the 90-day preference period.

23 158. These Preference Transfers were made for, or on account of, an antecedent debt or
24 debts owed by the Debtor to Defendant Outsource and Defendant Z.A.P., each of which constituted a
25 “debt” or “claim” (as those terms are defined in the Bankruptcy Code) of Defendant Outsource and
26 Defendant Z.A.P..

27 159. The Outsource Preference Transfers and Z.A.P. Preference Transfers happened while
28 Debtor was insolvent.

1 160. As noted above, Debtor's insolvency is presumed as a matter of law where, as here,
2 Debtor operated a Ponzi scheme.

3 161. Debtor is also entitled to the presumption of insolvency when the Outsource Preference
4 Transfers and Z.A.P. Preference Transfers happened pursuant to 11 U.S.C. § 547(f).

5 162. As a result of the Outsource Preference Transfers and Z.A.P. Preference Transfers,
6 Defendants Outsource and Z.A.P. recovered more than they would have received if: (i) the Debtor's
7 case was under chapter 7 of the Bankruptcy Code; (ii) the Outsource Preference Transfers and Z.A.P.
8 Preference Transfers had not been made; and (iii) Defendants Outsource and Z.A.P. received payments
9 of their debts under the provisions of the Bankruptcy Code. As evidenced by the Debtor's schedules
10 filed in the underlying Bankruptcy Case, as well as the proofs of claim that have been received to date,
11 the Debtor's liabilities exceed its assets to the point that unsecured creditors will not receive a full
12 payout of their claims from the Debtor's Estate.

13 163. Based on the foregoing, Plaintiff may recover and preserve the avoided Outsource
14 Preference Transfers and Z.A.P. Preference Transfers from Defendants Outsource and Z.A.P.
15 respectively as the initial transferees for the benefit of the Estate under 11 U.S.C. §§ 550 and 551.

16 **SIXTH CLAIM FOR RELIEF**

17 **Avoidance, Recovery, and Preservation of Unauthorized Post-Petition Transfers**

18 **11 U.S.C. § 549, 550, and 551**

19 **[Against Defendants Outsource and Z.A.P.]**

20 164. Plaintiff hereby incorporates by reference Paragraphs 1 through 163 and realleges these
21 paragraphs as though set forth in full herein.

22 165. As noted above, Defendant Outsource received at least \$184,788.10 after the Petition
23 Date (previously defined as the "Outsource Post-Petition Transfers") from Debtor.

24 166. As noted above, Defendant Z.A.P. received at least \$22,908.18 after the Petition Date
25 (previously defined as the "Z.A.P. Post-Petition Transfers")

26 167. The Outsource Post-Petition Transfers and Z.A.P. Post-Petition Transfers were neither
27 authorized by any section of the Bankruptcy Code nor by any order of this Court.

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1 168. Based on the foregoing, Plaintiff may recover and preserve the avoided Outsource Post-
2 Petition Transfers and Z.A.P. Post-Petition Transfers from Defendant Outsource and Defendant Z.A.P.
3 respectively as the initial transferees for the benefit of the Estate under 11 U.S.C. §§ 550 and 551.

4 **SEVENTH CLAIM FOR RELIEF**

5 **Turnover of Estate Property**

6 **11 U.S.C. § 542**

7 **[Against Defendants Outsource and Z.A.P.]**

8 169. Plaintiff realleges and incorporates herein by reference each and every allegation
9 contained in paragraphs 1 through 168 as though set forth in full.

10 170. Defendants Outsource and Z.A.P. have possession or control over property of the Estate
11 in the form of the transfers made pursuant to illegal and unenforceable agreements.

12 171. The Outsource Transfers and Z.A.P. Transfers are not of inconsequential value to the
13 Estate.

14 172. The funds that are the subject of the Outsource Transfers and Z.A.P. Transfers are
15 paramount to Debtor's ability to pay creditors.

16 173. Accordingly, Trustee is entitled to a judgment for turnover of the Outsource Transfers
17 and Z.A.P. Transfers pursuant to 11 U.S.C. § 542.

18 **EIGHTH CLAIM FOR RELIEF**

19 **Aiding and Abetting Fraudulent Transfers**

20 **Cal. Civ. Code § 3439 et seq.**

21 **[Against All Defendants]**

22 174. Plaintiff realleges and incorporates herein by reference each and every allegation
23 contained in paragraphs 1 through 173 as though set forth in full.

24 175. Defendants have possession or control over property of the Estate including, but not
25 limited to, the Transfers made pursuant to illegal and unenforceable agreements.

26 176. Defendants had knowledge of the fraudulent transactions, transfers, and agreements
27 that were used to perpetuate and conceal the Ponzi scheme and fraudulent transfers.

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1 177. Defendants, with the foregoing knowledge, intended to, and did, help the Debtor and
2 other scheme participants in perpetuating and concealing the Ponzi scheme and fraudulent transfers of
3 money.

4 178. At all material times, Defendants had the intent to facilitate and conceal the Ponzi
5 scheme and fraudulent transfers of money by aiding and abetting the illegal scheme and signing up
6 consumer clients to keep the business going.

7 179. Defendants assisted, and did actually engage in, LPG's commission of fraud and Ponzi
8 scheme by coordinating, facilitating, and directing payments and transfers of monies and executing
9 documents in furtherance of concealing the true nature of their fraudulent and criminal activity related
10 to the Ponzi scheme.

11 180. Without in any way limiting the foregoing, as principal of Defendant Outsource,
12 Defendant Kash used his control over Defendant Outsource to support, participate in, and benefit from
13 LPG's Ponzi scheme and fraudulent transfers.

14 181. Without in any way limiting the foregoing, as CEO of Defendant Z.A.P., Defendant
15 Hegazi used his control over Defendant Z.A.P. to support, participate in, and benefit from LPG's Ponzi
16 scheme and fraudulent transfers.

17 182. Without in any way limiting the foregoing, as principal of Defendant Z.A.P., Defendant
18 Nesheiwat used his control over Defendant Z.A.P. to support, participate in, and benefit from LPG's
19 Ponzi scheme and fraudulent transfers.

20 183. The injuries to Plaintiff, the Debtor's Estate and to its creditors directly, proximately
21 and reasonably foreseeably resulting from and caused by these fraudulent transfers and Ponzi scheme
22 include, without limitation, hundreds of thousands of dollars in improperly transferred and acquired
23 monies.

24 184. The property, including, but not limited to, the Outsource Transfers and Z.A.P.
25 Transfers are not of inconsequential value to the Estate and recovering these funds is paramount to
26 Debtor's ability to pay creditors.

27 185. Plaintiff and the Debtor's Estate also suffered damages by incurring attorney's fees and
28 costs associated with the prosecution of Defendants' unlawful activities.

NINTH CLAIM FOR RELIEF

Disallowance of Claims

11 U.S.C. §502(d)

[Against Defendant Z.A.P.]

186. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 185 as though set forth in full.

187. As noted, on December 29, 2023, Defendant Z.A.P. filed proof of claim 2301 in the amount of \$1,956,645.72.

188. The same claim was re-filed on February 22, 2024 (“Claim 2301”). A true and correct copy of Claim 2301 is attached hereto as **Exhibit 10**.

189. The proof of claim description states, “Procuring and sale of consumer leads for LPG legal services.”

190. Claim 2301 was filed by Defendant Nesheiwat. *See* Exhibit 10, p. 3 (listing Defendant Nesheiwat as “Authorized Agent”).

191. Claim 2301 is supported by the Z.A.P. Affiliate Agreement and the Z.A.P. ARPA, as well as a list of numerous clients.

192. Because the referrals from Defendant Z.A.P. to Debtor are all illegal under federal and state law, any agreement for that purpose is void. This would include the Z.A.P. Affiliate Agreement and Z.A.P. ARPA.

193. For this reason, to the extent the Claim 2301 is based on the conduct set forth above, 2301 should be disallowed in its entirety under 11 U.S.C. §502(d).

RESERVATION OF RIGHTS

194. Plaintiff reserves the right to bring all other claims or causes of action that Plaintiff may have against Defendants, on any and all grounds, as allowed under the law or in equity, including but not limited to, those claims not known by the Trustee at this time but that he may discover during the pendency of this adversary proceeding.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

On the First Claim for Relief:

1. That the Outsource Transfers and Z.A.P. Transfers be avoided under 11 U.S.C. § 544 and California Civil Code sections 3439.04(a)(1) and 3439.07;
2. That Plaintiff recover the avoided Outsource Transfers and Z.A.P. Transfers or a money judgment in an amount equal to the value of the avoided Outsource Transfers and Z.A.P. Transfers pursuant to 11 U.S.C. § 550;

On the Second Claim for Relief:

3. That the Outsource Transfers and Z.A.P. Transfers be avoided under 11 U.S.C. § 544 and California Civil Code sections 3439.04(a)(2), 3439.05 and 3439.07;
4. That Plaintiff recover the avoided Outsource Transfers and Z.A.P. Transfers or a money judgment in an amount equal to the value of the avoided Outsource Transfers and Z.A.P. Transfers pursuant to 11 U.S.C. § 550;

On the Third Claim for Relief:

5. That the Outsource Transfers and Z.A.P. Transfers be avoided under 11 U.S.C. § 548(a)(1)(A);
6. That Plaintiff recover the avoided Outsource Transfers and Z.A.P. Transfers or a money judgment in an amount equal to the value of the avoided Outsource Transfers and Z.A.P. Transfers pursuant to 11 U.S.C. § 550;

On the Fourth Claim for Relief:

7. That the Outsource Transfers and Z.A.P. Transfers be avoided under 11 U.S.C. § 548(a)(1)(B);
8. That Plaintiff recover the avoided Outsource Transfers and Z.A.P. Transfers or a money judgment in an amount equal to the value of the avoided Transfers pursuant to 11 U.S.C. § 550;

On the Fifth Claim for Relief:

9. That the Outsource Preference Transfers and Z.A.P. Preference Transfers be avoided under 11 U.S.C. § 547;

10. That Plaintiff recover the avoided Outsource Preference Transfers and Z.A.P. Preference Transfers or a money judgment in an amount equal to the value of the avoided Preference Transfers pursuant to 11 U.S.C. § 550;

On The Sixth Claim For Relief:

11. That the Outsource Post-Petition Transfers and Z.A.P. Post-Petition Transfers be avoided under 11 U.S.C. § 549;

12. That Plaintiff recover the avoided Outsource Post-Petition Transfers and Z.A.P. Post-Petition Transfers or a money judgment in an amount equal to the value of the avoided Post-Petition Transfers pursuant to 11 U.S.C. § 550;

On The Seventh Claim For Relief:

13. Ordering Defendant Outsource to immediately turn over the value of the Outsource Transfers;

14. Ordering Defendant Z.A.P. to immediately turn over the value of the Z.A.P. Transfers;

On The Eighth Claim For Relief:

15. Awarding Plaintiff compensatory damages in an amount to be determined at trial;

On the Ninth Claim For Relief:

16. Disallowing Claim 2301 filed by Defendant Z.A.P. in its entirety;

On All Claims for Relief:

17. That the avoided Outsource Transfers and Z.A.P. Transfers be preserved pursuant to 11 U.S.C. § 551;

18. For prejudgment interest under state law on all fraudulent transfer claims from the date each transfer was made, as set forth in *In re Slatkin*, 525 F.3d 805, 820 (9th Cir.2008), *In re Agricultural Research and Technology Group, Inc.*, 916 F.2d 528, 541-42 (9th Cir.1990), and *Field v. Kipoikai (In re Maui Indus. Loan & Fin. Co.)*, 483 B.R. 346, 353 (Bankr. D. Haw. 2012);

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DATED: March 19, 2025

DINSMORE & SHOHL LLP

Attorneys for Plaintiff Richard A. Marshack,
Trustee of The LPG Liquidation Trust

EXHIBIT 1

Department of State: Division of Corporations

[Allowable Characters](#)[HOME](#)

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

[File Number:](#) **6830239** [Incorporation Date / Formation Date:](#) **4/4/2018**
(mm/dd/yyyy)

[Entity Name:](#) **APEX MARKETING, LLC**

[Entity Kind:](#) **Limited Liability Company** [Entity Type:](#) **General**

[Residency:](#) **Domestic** State: **DELAWARE**

[REGISTERED AGENT INFORMATION](#)

Name: **HARVARD BUSINESS SERVICES, INC.**

Address: **16192 COASTAL HWY**

City: **LEWES** County: **Sussex**

State: **DE** Postal Code: **19958**

Phone: **302-645-7400**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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EXHIBIT 2

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Search

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Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Z.A.P. MARKETING CORP
(5264131)



Request
Certificate

Initial Filing Date	09/26/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	9920 RESEARCH DR IRVINE, CA 92618
Mailing Address	9920 RESEARCH DR IRVINE, CA 92618
Statement of Info Due Date	09/30/2024
Agent	1505 Corporation NORTHWEST REGISTERED AGENT, INC.



View History



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Business

UCC

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Search

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not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2)select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

Z.A.P. Marketing

Advanced ▾

Results: 6

Entity Information	Initial Filing Date	Status
Z.A.P. MARKETING CORP (5264131)	> 09/26/2022	Active
ZAP CITY MARKETING L.L.C. (202024510057)	> 08/28/2020	Active
ZAP MARKETING GROUP, INC. (4770731)	> 07/27/2021	Active
ZAP SOLAR MARKETING (3886666)	> 03/16/2016	Terminated
ZAPIT MARKETING, LLC (200119010095)	> 07/03/2001	Terminated

Z.A.P. MARKETING CORP
(5264131)



Request Certificate

Initial Filing Date	09/26/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
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Agent	1505 Corporation NORTHWEST REGISTERED AGENT, INC.



View History



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Search

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Help

ZAPPER
MARKETING
(USA), INC.
(3729108)



11/25/2014 Terminatec

Z.A.P. MARKETING CORP
(5264131)



Request
Certificate

Initial Filing Date	09/26/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	9920 RESEARCH DR IRVINE, CA 92618
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 Statement of Info Due Date	09/30/2024
Agent	1505 Corporation NORTHWEST REGISTERED AGENT, INC.



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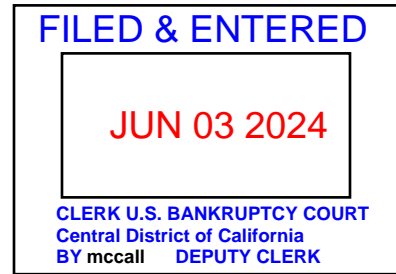
Request Access

EXHIBIT 3

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Fax: 502-585-2207
(Admitted pro hac vice)

Special Counsel to Richard A. Marshack



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In Re

Case No: 23-bk-10571-SC

Chapter 11

The Litigation Practice Group P.C.,

Debtor(s),

**ORDER GRANTING MOTION FOR
ENTRY OF PROTECTIVE ORDER AND
THE PROTECTIVE ORDER**

Date: May 23, 2024
Time: 1:30 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C (via Zoom)¹
411 West Fourth Street
Santa Ana, CA 92701

¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 The Court has read and considered the Notice of Motion and Motion for Entry of Protective
2 Order (the "Motion") filed by Richard A. Marshack, in his capacity as the Chapter 11 Trustee (the
3 "Trustee") of the Bankruptcy Estate ("Estate") of The Litigation Practice Group P.C., on May 2, 2024,
4 pursuant to Federal Rule of Bankruptcy Procedure 7026 and Federal Rule of Civil Procedure 26(c)(1),
5 as Dk. No. 1164 ("Motion"), and has found good cause to grant the Motion.

6 IT IS HEREBY ORDERED that:

- 7 1. The Motion is granted;
- 8 2. The below Protective Order shall apply to any contested matter arising
9 in the main bankruptcy case and in all adversary proceedings filed by or against Trustee,
10 present and future; and
- 11 3. Govern the discovery conducted therein.

12 **PROTECTIVE ORDER**

13 **1. DEFINITIONS**

14 1.1 "Confidential Information" as used in this Protective Order shall mean documents and
15 other information (regardless of how generated, stored or maintained) that a Party or non-party
16 reasonably believes to contain or reflect non-public financial or business information, bank records,
17 financial records, such as social security numbers, non-public financial or personal information of a
18 Party or non-party, account numbers, sensitive digital information and identifiers, information subject
19 to confidentiality agreements or provisions other than this Protective Order, and other non-public
20 research, development, or commercial information that derives value or avoids injury by virtue of not
21 being known to the public.

22 1.2 This "Action" is defined and hereby means any contested matter arising in the main
23 bankruptcy case and in all adversary proceedings filed by or against Trustee, present and future.

24 1.3 "Designating Party" means a Party or non-party that designates Confidential
25 Information during the Action.

26 1.4 "Receiving Party" means a Party that receives Confidential Information during the
27 Action.
28

1 1.5 "Party" or "Parties" means person or entity subject to this Protective Order.

2 **2. SCOPE OF THIS PROTECTIVE ORDER**

3 2.1 Unless otherwise ordered, this Protective Order shall govern certain documents and
4 other products of discovery obtained in the Action from the Parties there to, and from third parties.
5 As well as certain information copied or derived therefrom, excerpts, summaries or compilations
6 thereof, including, but not limited to, documents voluntarily exchanged as part of early settlement
7 discussions, documents produced pursuant to initial disclosures, requests authorized by the Federal
8 Rules of Civil Procedure made applicable herein by the Federal Rules of Bankruptcy Procedure,
9 answers to interrogatories, deposition transcripts, responses to requests for production, responses to
10 requests for admission, subpoenas, affidavits, declarations, expert reports, and other such material
11 and information as may be produced during the course of the Action and designated as Confidential
12 Information.

13 **3. DESIGNATION OF CONFIDENTIAL INFORMATION**

14 3.1 This Protective Order shall govern the production and handling of any Confidential
15 Information in this Action. Any Party or non-party who produces Confidential Information in this
16 Action may designate it as "Confidential" or "Attorneys' Eyes Only" consistent with the terms of this
17 Protective Order. Whenever possible, the Designating Party must designate only those portions of a
18 document, written discovery responses, deposition, transcript, or other material that contain the
19 Confidential Information and refrain from designating entire documents. Regardless of any
20 designations made hereunder, the Designating Party is not otherwise restricted from use or disclosure
21 of its Confidential Information outside of this Action or for any business purposes. In addition, any
22 Party may move to modify or seek other relief from any of the terms of this Protective Order if it has
23 first tried in writing and in good faith to resolve its needs or disputes with the other Parties or Party
24 as the case may be under the terms of this Protective Order. Further, nothing in this Protective Order
25 shall prevent a Party from redacting documents consistent with the Federal Rules of Civil Procedure
26 and utilizing the documents as needed through-out the Action.

27 3.2 Application to Non-Parties: Before a non-party is given copies of documents or
28 materials designated as Confidential Information or Attorneys' Eyes Only as permitted hereunder, it

1 must first sign an acknowledgment to be bound to these terms that is attached hereto as Exhibit A; if
2 it fails to do so, the Parties to this Action must resolve any such dispute before making disclosure of
3 designated information as permitted hereunder to the non-party. If a non-party wishes to make
4 designations hereunder, it must first sign attached Exhibit A.

5 3.3 Timing and Provisional Protection: Designations of Confidential Information may be
6 made at any time. To avoid potential waiver of protection hereunder, the Designating Party should
7 designate documents or materials containing Confidential Information at the time of production or
8 disclosure, including on the record during the taking of any deposition. Deposition testimony will be
9 deemed provisionally protected for a period of thirty (30) days after the transcript is released to the
10 Parties by the court reporter, although the Parties may agree at any time to different timelines of
11 provisional protection of information as Confidential or Attorneys' Eyes Only as part of one or more
12 specific depositions. To retain any designations beyond the provisional period, a Designating Party
13 must designate specific pages and lines of deposition testimony before the provisional period has
14 expired. Such designations must be made in writing so that all counsel and court reporters may append
15 the designation to all copies of the transcripts.

16 3.4 Manner of Designation: Confidential Information may be designated hereunder in any
17 reasonable manner or method that notifies the Receiving Party of the designation level and identifies
18 with specificity the information to which the designation applies. If made verbally, the Designating
19 Party must promptly confirm the designation in writing. Whenever possible, the Designating Party
20 should stamp, affix, or embed a legend of "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on
21 each designated page of the document or electronic image that contains Confidential Information.

22 **4. CHALLENGES TO DESIGNATED INFORMATION**

23 4.1 In the event that a Receiving Party disagrees at any time with any designation(s) made
24 by the Designating Party, the Receiving Party must first try to resolve such challenge in good faith
25 on an informal basis with the Designating Party. The Receiving Party must provide written notice of
26 the challenge and the grounds therefor to the Designating Party, who must respond in writing to the
27 challenge within fifteen (15) days. At all times, the Designating Party carries the burden of
28 establishing the propriety of the designation and protection level. Unless and until the challenge is

1 resolved by the Parties or ruled upon by the Court, the designated information shall remain protected
2 under this Protective Order. The failure of any Receiving Party to challenge a designation does not
3 constitute a concession that the designation is proper or an admission that the designated information
4 is otherwise competent, relevant, or material.

5 **5. LIMITED ACCESS/USE OF PROTECTED INFORMATION**

6 5.1 Restricted Use: Information that is produced or exchanged in the course of the Action
7 and designated under this Protective Order may be used for preparation for trial and preparation for
8 any appeal of any and all matters in the Action, as well as related settlement negotiations, and for no
9 other purpose, without the written consent of the Designating Party. No Confidential Information may
10 be disclosed to any person except in accordance with the terms of this Protective Order, unless the
11 parties are co-counsel or have entered into joint defense agreements. All persons in possession of
12 Confidential Information agree to exercise reasonable care with regard to the custody, use, or storage
13 of such information to ensure that its confidentiality is maintained. This obligation includes, but is
14 not limited to, the Receiving Party providing to the Designating Party prompt notice of the receipt of
15 any subpoena that seeks production or disclosure of any designated information and consulting with
16 the Designating Party before responding to the subpoena. Any use or disclosure of Confidential or
17 Attorneys' Eyes Only information in violation of the terms of this Protective Order may subject the
18 disclosing person or party to sanctions.

19 5.2 Access to "Confidential" Information: The Party(ies) and all persons subject to this
20 Protective Order agree that information designated as "CONFIDENTIAL" may only be accessed or
21 reviewed by the following:

- 22 a) The Court, its personnel, and court reporters;
23 b) Counsel of record, or co-counsel for any Party, or other party that has entered into a
24 joint defense agreement in the Action and their employees who assist counsel of record, or co-counsel
25 in the Action and are informed of the duties and obligations imposed hereunder;
26 c) The Parties, including their clients, agents and employees who are assisting or have
27 reason to know of the Action;

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d) Experts or consultants employed by the Parties or their counsel, or co-counsel, for purposes of an Action, so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons with the Designating Party's consent or by court order.

5.3 Access to "Attorneys' Eyes Only" Designations: The Parties and all persons subject to this Protective Order agree that information designated as "ATTORNEYS' EYES ONLY" may only be accessed or reviewed by the following:

a) The Court, its personnel, and court reporters;

b) Counsel of record, or co-counsel for any Party, or other party that has entered into a joint defense agreement in the Action and their employees who assist counsel of record in the Action and are informed of the duties hereunder;

c) In-house counsel for any Party in the Action and Richard A. Marshack, as Chapter 11 Trustee of The Litigation Practice Group P.C. who is informed of the duties and obligations imposed hereunder;

d) Experts or consultants employed by the Parties or their counsel, or co-counsel for purposes of the Action, and so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons to whom the Designating Party agrees in advance of disclosure or by court order.

5.4 Non-Waiver Effect of Designations: Neither the taking of, nor the failure to take, any action to enforce the provisions of this Protective Order, nor the failure to object to any designation, will constitute a waiver of any Party(ies)'s claim or defense in the Action or any other action or proceeding, including, but not limited to, a claim or defense that any designated information is or is not Confidential, is or is not entitled to particular protection, or embodies or does not embody information protectable by law.

5.5 In-Court Use of Designated Information: If information designated under this Protective Order will or may be offered in evidence at a hearing or trial related to any matter in the Action, then the offering party must give advance notice to the party or non-party that designated prior to offering the information so that any use or disclosure may be addressed in accordance with

1 the Court's case-management or other pre-trial order, or by a motion *in limine*. Nothing in this
2 Protective Order shall be construed as a waiver by a Party of any objections that may be raised as to
3 the admissibility at trial of any evidentiary materials.

4 **6. CLAW-BACK REQUESTS**

5 6.1 Failure to Make Designation: If, at any time, a Party or non-party discovers that it
6 produced or disclosed Confidential Information without designation, it may promptly notify the
7 Receiving Party and identify with particularity the Confidential Information to be designated and the
8 level of designation (the claw-back notification). The Receiving Party may then request substitute
9 production of the newly-designated information. Within thirty (30) days of receiving the claw-back
10 notification, the Receiving Party must: (1) certify to the Designating Party it has appropriately marked
11 or, if substitute production has been requested, destroyed all unmarked copies that it received, made,
12 and/or distributed; and (2) if it was practicably unable to mark or destroy any information because
13 disclosures occurred while the Receiving Party was under no duty of confidentiality under the terms
14 of this Protective Order regarding that information, the Receiving Party must reasonably provide as
15 much information as practicable to aid the Designating Party in protecting the information,
16 consistently with the Receiving Party's attorney-client, work-product, and/or trial-preparation
17 privileges.

18 6.2 Inadvertent Production of Privileged Information: If, at any time, a Party discovers
19 that it produced information that it reasonably believes is subject to protection under the
20 attorney/client, work-product, or trial-preparation privileges, then it must promptly notify each
21 Receiving Party of the claim for protection, the basis for it, amend its privilege log accordingly, and
22 comply with Fed. R. Civ. P. 26(b)(5). Whenever possible, the producing party must produce substitute
23 information that redacts the information subject to the claimed protection. The Receiving Party must
24 thereupon comply with Fed. R. Civ. P. 26(b)(5)(B) as to the information subject to the claimed
25 protection.

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1 **7. DURATION/CONTINUED RESTRICTIONS**

2 7.1 Handling of Designated Information Upon Conclusion of the Main Bankruptcy Case:

3 Upon conclusion of the Main Bankruptcy Case, by way of dismissal or closing of the case, the
4 Designating Party(ies) is/are responsible for ensuring that any Party or person to whom the
5 Designating Party shared or disclosed designated information in any of the matters under the Action
6 returns or destroys all of its copies, regardless of the medium in which it was stored. No witness or
7 Party may retain designated information that it received from any other Party or non-party under this
8 Protective Order; only counsel of record, or co-counsel, are the authorized agents who may retain one
9 copy for their respective legal files, and who must also describe to the Designating Party the extra
10 steps taken to protect its legal file containing paper and/or electronic copies of the designated
11 information so that it is not accessed, used, or disclosed inconsistently with the obligations under this
12 Protective Order. This provision does not apply to the Court or Court staff. Moreover, this provision
13 does not apply to Trustee, who may retain and use – consistent with this Order – Confidential
14 Information received in any Action during the entirety of the Bankruptcy.

15 7.2 Continued Restrictions Under this Protective Order: The restrictions on disclosure and

16 use of Confidential Information shall survive the conclusion of the Bankruptcy case and any matter
17 in the Action.

18 **8. PRIVILEGED OR PROTECTED INFORMATION**

19 8.1 Nothing in this Protective Order shall require disclosure of information that is
20 protected by the attorney-client privilege, the work-product protection, or any other legally cognizable
21 privilege (a “Privilege or Protection”). If information subject to a claim of Privilege or Protection is
22 inadvertently produced, pursuant to Federal Rule of Evidence 502(d) such production shall not
23 constitute a waiver of, or estoppel as to, any claim of Privilege or Protection for such information or
24 any other information that may be protected from disclosure by a Privilege or Protection in any
25 proceeding.

26 8.2 If a Party receives a document that appears to be subject to a Privilege or Protection,
27 then it shall refrain from examining the document any more than is essential to ascertain if it is
28 privileged or protected and shall promptly notify the producing Party in writing that the receiving

1 Party possesses material that appears to be subject to a Privilege or Protection. The producing Party
2 shall have seven (7) days after receiving such notice to assert a Privilege or Protection over the
3 identified material. If the producing Party does not assert a claim of Privilege or Protection within the
4 seven (7)-day period, the material in question shall be deemed not privileged or protected.

5 8.3 If a producing Party has produced a document subject to a claim of Privilege or
6 Protection, upon written request by the producing Party, the document for which a claim of Privilege
7 or Protection is made shall be sequestered or destroyed to the extent reasonably practicable, and the
8 receiving Party shall not use the document for any purpose other than in connection with analyzing
9 or disputing a claim of Privilege or Protection or in connection with a motion to compel the production
10 of the document.

11 8.4 The receiving Party sequestering or destroying such material may then move the Court
12 for an order compelling production of the material. The applicable producing Party bears the burden
13 of establishing the applicable Privilege or Protection of any clawed-back document or information as
14 and to the same extent that it would have borne such burden had it not produced the document or
15 information. Nothing in this Protective Order shall limit the Court's right or any receiving Party's
16 right to request an in camera review of any information subject to a claim of Privilege or Protection.

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24 Date: June 3, 2024
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EXHIBIT "A"

1 Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
2 Yosina M. Lissebeck (State Bar No. 201654)
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7 Sarah S. Mattingly (Ky. Bar 94257)
DINSMORE & SHOHL, LLP
8 101 S. Fifth Street, Suite 2500
Louisville, KY 40202
9 Telephone: 859-425-1096
Facsimile: 502-585-2207
10 Sarah.mattingly@dinsmore.com
(Admitted pro hac vice)

11 Special Counsel to Richard A. Marshack,
12 Chapter 11 Trustee

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14
15 **UNITED STATES BANKRUPTCY COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17
18 In Re

19
20 The Litigation Practice Group P.C.,
21 Debtor(s),

Case No. 8:23-BK-10571-SC

Chapter 11

**EXHIBIT A TO STIPULATED
ORDER**

Date: May 23, 2024

Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C¹ - Via Zoom
411 W. Fourth Street
Santa Ana, CA 92701

27
28 ¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's
publicly posted hearing calendar, which may be viewed online at:
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 This is to certify that:

2 (a) I am being given access to Confidential Information pursuant to the
3 Stipulated Protective Order that was entered into the main bankruptcy case for
4 Litigation Practice Group, but which is binding and controlling as set forth by the
5 Court's Order on any and all contested matters and any and all litigation commenced
6 by Trustee;

7 (b) I have read the Stipulated Protective Order; and

8 (c) I agree to be bound by the terms and conditions thereof, including,
9 without limitation, to the obligations regarding the use, non-disclosure and return of
10 such Confidential Information. I further agree that in addition to being contractually
11 bound by the Stipulated Protective Order, I am subject to the jurisdiction of the above
12 reference Court for any violation thereof.

13

14 Date: _____

15

16

Signature

17

18

19

Printed Name

20

21

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EXHIBIT 4

The Litigation Practice Group PC - Affiliate Agreement

THIS AGREEMENT (the "Agreement") is made and effective as of the 19th day of October, 2022 by and between The Litigation Practice Group PC ("LPG") and **Z.A.P. Marketing Corp** (hereinafter "Affiliate").

RECITALS:

LPG is in the business of providing a package debtor's rights services in the form of debt validation, consultation, and litigation defense through a network of attorneys licensed to practice law in all 50 states and the District of Columbia. The legal services offered include:

- Removal of invalid debts through correspondence directly with the three credit bureaus;
- Validation of consumer debts through correspondence including disputes with original creditors, validation demands to third party debt collectors and assignees, and disputes with all three credit bureaus;
- Defense of collection actions initiated by original creditors or third party assignees;
- Negotiation of advantageous settlements of consumer debts both pre and post litigation;
- Education of clients regarding federal laws applicable to consumer debt and credit reporting, and consultation regarding risk mitigation and litigation defense through its network of attorneys across the country.

Each of these services is offered without regard to the identity of the creditor or third-party debt collector or assignee. LPG reviews all client files prior to the execution of the client's legal services agreement with the appropriate law firm, and maintains oversight through its administrative services over all file placements.

Affiliate owns and operates a system of generating leads consisting of consumers interested in the legal services offered by LPG. Affiliate, acting in accordance with direction from LPG, shall obtain the names of Consumers and will market in a lawful manner, complying with the restrictions of the jurisdiction in which the consumer resides. For consumers interested in utilizing LPG's services, Affiliate will assist LPG in having consumers execute an approved legal services agreement with a law firm to which LPG provides administrative support services, at which point consumers will become clients of that law firm, and that law firm will be exclusively responsible for and liable for the representation of consumers in the context of the provision of legal services. Nothing in this Agreement nor in the eventual legal services agreement shall restrict Affiliate from offering any other service of any kind to consumer, including credit repair or debt relief programs. Nor is Affiliate restricted from marketing on behalf of credit repair or debt relief entities, including but not limited to other law firms. LPG and Affiliate hereby agree that any and all prior agreements entered into by LPG and Affiliate or any law firm to which LPG provides administrative support services and Affiliate are null and void and unenforceable, and this Agreement shall become the operative agreement for all files previously placed through the use of LPG's administrative support services.

Affiliate is being retained by LPG to provide marketing and customer service functions only. All payments made to Affiliate are for services actually rendered, and do not constitute a revenue or fee sharing agreement. The method used to determine the value of the services rendered by Affiliate to LPG were

selected by both parties based upon industry standard and effective valuation, and not for any other purpose.

LPG and Affiliate hereby agree to the following:

1. Each Party shall be solely responsible for bearing its own costs and expenses incurred in performing its responsibilities under this Agreement, including all tariffs, filings, licensing and/or other fees.
2. Affiliate shall comply with state and federal laws in communicating with consumers regarding LPG, any law firm utilized by LPG, or any of the programs of LPG or the assigned law firm.
3. Both LPG and the law firm it utilizes shall comply with all state and federal laws in performing its obligations under the legal services agreement entered into between LPG and the consumers referred by Affiliate.
4. If requested by LPG, Affiliate shall provide a copy of all marketing materials to LPG upon receiving a request from LPG. Affiliate shall endeavor to provide such materials within 10 business days of such request, but may provide such materials in any time frame that is commercially reasonable.
5. Affiliate agrees to keep any and all documents or communications between itself and LPG confidential pursuant to the provisions set forth below, and shall not share or disclose such documents to any party with prior, express written consent.
6. Affiliate shall be entitled to receive the following as full and complete compensation for its services to LPG: LPG shall pay 75% per file for each file that Affiliate places with LPG, not counting the monthly maintenance fee of \$96.38, which LPG shall retain to cover administrative costs for each file. LPG shall calculate the amount of each file, apply the above-identified percentage fee, and remit the same to Affiliate pursuant to an agreed-upon schedule not to exceed one remittance per seven (7) calendar days. If any consumer cancels LPG's services, or demands a refund for payment for such services, or both, then LPG shall be solely responsive for such cost and Affiliate shall not have to share such expense. LPG has exclusive discretion to grant or deny a requested refund or cancellation. Finally, LPG may treat a consumer's failure to remit payment in a timely manner as a cancellation of the legal services agreement executed by consumer with LPG, and has sole discretion to make such determination.
7. LPG shall bear all expenses related to the services it offers to consumers, and Affiliate shall bear all expenses related to its marketing of the same except as is set forth in this Paragraph. Neither LPG nor Affiliate shall be required to pay the expenses of the other.
8. LPG reserves all rights with regard to rejection or cancellation of a consumer, but will do so only in accordance with the recommendation of the law firm utilized in providing such service, and only subject to the applicable state bar rules for such representation.
9. This agreement shall continue to operate and bind LPG and Affiliate for a period of twelve (12) months from the date of execution of this Agreement. At that time, this Agreement will automatically renew until either party sends written notice of cancellation of this Agreement, which shall be effective

30 days after LPG or Affiliate postmarks or emails a cancellation letter stating the intent of that party to terminate this Agreement. If such cancellation letter is sent by either party, it shall be effective 30 days from the date of postmark or email, and shall terminate this Agreement and release either party from the obligations contained herein.

10. If either party shall default under this Agreement, defined as a failure to comply with any of the obligations set forth above, the Agreement shall terminate following notice of default and a cure period of 30 days from the date postmarked on the notice of default. The notice of default must state with specificity the act of default alleged.

11. Upon termination of this Agreement for any reason whatsoever, LPG and Affiliate will refrain from making any disparaging or negative comment, remark, statement, or implication, whether written or oral.

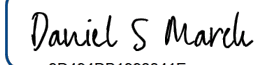
12. The confidential information of LPG or Affiliate shall include information regarding contracts, customer or client lists or information, hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, 'Know-how', compilations, market research, marketing techniques and plans, marketing materials, business plans and strategies, documents, scripts, guidelines, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons. Neither LPG nor Affiliate may disclose the confidential information of the other with the express written consent of the other. A failure to abide by this confidentiality term shall entitle the party whose confidential information was compromised to a reasonable sum not less than \$50,000.00, nor more than \$200,000.00. The disclosure of information in connection with a judicial proceeding shall not constitute a violation of this term. The parties agree to notify the other if any inadvertent disclosure of information occurs within 48 hours of becoming aware of such disclosure. The parties agree to work together in good faith to remediate any disclosure of confidential information. A party whose confidential information is disclosed shall be entitled to injunctive relief in any court of competent jurisdiction.

13. If, after the passage of six months of the date of this Agreement, Affiliate fails, in any one calendar month, to have at least fifty (50) active consumers, LPG shall withhold 20% of the fees due to Affiliate for said month in an escrow account. Such fees shall be held in escrow until, in a single calendar month, Affiliate has fifty (50) or more active consumers, at which point, within five (5) business days of the end of such calendar month, LPG shall transfer the balance of such escrow account to Affiliate and retain nothing in such escrow account. If Affiliate shall cease operations for any reason, or this Agreement shall terminate for any reason, Affiliate will continue to receive fees due to it under this Agreement until all active consumers have completed or withdrawn from the program, at which point any remaining amounts being held in escrow shall be released to Affiliate in full.

14. Affiliate agrees not to use the name LPG or any law firm in any advertising, publicity release, or sales presentation designed to promote Affiliate's service, unless LPG provides prior written consent to such specific use.

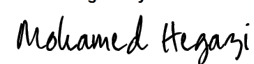
15. Any fees incurred by LPG in connection with a customer's Non-Sufficient Funds ("NSF") fee shall be borne exclusively by LPG.
16. This Agreement may not be assigned or transferred without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
17. In the event of a breach, the prevailing party shall be entitled to reasonable attorneys' fees and collection costs, including all fees and costs on appeal.
18. This Agreement contains the entire Agreement between the Parties, and shall not be modified, amended or supplemented, or any rights therein waived, unless specifically agreed upon in writing by LPG and Affiliate.

The Litigation Practice Group PC

DocuSigned by:

9D494DB1993341E...

By: Daniel S. March, Managing Shareholder

Z.A.P. Marketing Corp

DocuSigned by:

5A8DF21D4F59462...

By: Mohamed Hegazi

Title: CEO

Electronic Funds Transfer Authorization

This Electronic Funds Transfer (EFT) authorization is for use in connection with the foregoing Agreement, and permits LPG to transfer any and all amounts due to **Z.A.P. Marketing Corp** ("Affiliate") under the foregoing Agreement by EFT. By signing below, Affiliate hereby authorizes LPG to initiate EFT transfers at its discretion, with all fees and costs incurred by Affiliate in connection with such transfer to be borne by Affiliate, while all fees and costs incurred by LPG in connection with such transfer to be borne by LPG.

Account Holder Signature:  Date: 10/20/2022
DocuSigned by:
5A8DF21D4F5946Z...

By: Mohamed Hegazi

Title: CEO

Account Owner Name: Z.A.P. Marketing Corp

Social Security Number / FEIN Number associated with account listed below:

Address: 8845 Research Dr Suite 120

City: Irvine, CA 92618

Bank Name: Bank of America

Routing Number:)

Account Number:

Account type : Checking

EXHIBIT 5

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of February 28, 2023 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Z.A.P. Marketing Corp (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$96,919.62 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if in any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file package as

a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the “**Confidential Information**”). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller’s own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller’s employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor’s rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Z.A.P. Marketing Corp

DocuSigned by:
By: Mohamed Hegazi
5A8DF24B4F59462...
Name: Mohamed Hegazi
Title: CFO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A**DEFINITIONS**

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Z.A.P. Marketing Corp

DocuSigned by:
By: Mohamed Hegazi
5A8DF21D4F50462...
Name: Mohamed Hegazi
Title: CFO

Schedule 2.3
Wire Instructions

\$96,919.62

Account Holder Name: Z.A.P. Marketing Corp

Address: 8845 Research Dr Suite 120 Irvine, CA 92618

Routing Number:

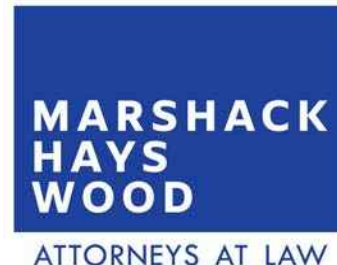
Account Number:

EXHIBIT 6

Richard A. Marshack
D. Edward Hays
David A. Wood
Laila Masud
Tinho Mang
Bradford N. Barnhardt
Sarah R. Hasselberger
Kevin M. Marshack

Of Counsel

Kristine A. Thagard
Matthew W. Grimshaw
Chad V. Haes



Sender: Kristine A. Thagard
kthagard@marshackhays.com
Reference No. 9999-001

22 January 2024

VIA U.S. MAIL ONLY

CONFIDENTIAL SETTLEMENT COMMUNICATION
SUBJECT TO FEDERAL RULE OF EVIDENCE 408

Outsource LLC
Attention: John Thatcher Lowell
711-A Campus Square West
El Segundo, CA 90245

Re: In re: The Litigation Practice Group, P.C.
U.S. Bankruptcy Court, Central District of California, Case No. 8:23-bk-10571

Dear Sir/Madam:

This firm represents Richard A. Marshack, solely in his capacity as Chapter 11 Trustee ("Trustee") for the bankruptcy estate of The Litigation Practice Group, P.C. ("Debtor") in the above-referenced bankruptcy case. Pursuant to 11 U.S.C. § 1107 and his appointment as Trustee, the Trustee has the obligation to investigate and pursue claims, including preference actions.

After a review of the Debtor's books and records, the Trustee believes that he may have claims against you to avoid and recover certain preference payments. This letter is written in an attempt to settle such claims, and its contents may not be used for any other purpose.

Section 547 of the Bankruptcy Code permits a trustee or debtor-in-possession to avoid certain payments made to creditors within the 90-day period preceding the filing of a bankruptcy case. Our preliminary investigation has identified certain transfers from the Debtor(s) to you within the 90-day period prior to March 20, 2023, the date upon which the Debtor filed its bankruptcy case. These transfers are listed on the attached "Preference Transfer Schedule" showing the date and amount, according to the Debtor's

Outsource LLC
22 January 2024
Page 2

books and records, of each transfer or other payment. The payments referenced on the “Preference Transfer Schedule” total \$401,631.33 (“Preference Amount”). It appears that these transfers are preferential transfers which can be avoided by the Trustee and recovered from you pursuant to 11 U.S.C. §§ 547(b). This means that the Trustee can file suit in the bankruptcy court to recover these sums and object to payment of any claims you have against the Debtor until the suit is resolved.

Additionally, if you have filed a proof of claim against the Debtor, that claim may be disallowed pursuant to Section 502(d) of the Bankruptcy Code for failure to return an avoidable transfer. This means that if the preference claims against you are not resolved, then you may not receive a distribution from the Debtor’s bankruptcy estate. The Trustee reserves the right to object to any proof of claim that you have filed or may file in the debtors’ bankruptcy cases.

Outsource LLC
22 January 2024
Page 3

s

Of course, we would be happy to discuss this matter with you or your counsel.

Sincerely,

KRISTINE A. THAGARD

Enclosure

Outsource LLC
22 January 2024
Page 4

BY: _____

Name: _____

Title: _____

Date: _____

4863-1235-3438, v. 1

In re: The Litigation Practice Group PC

Disbursement Details by Payee

90 Days Pre-Petition (12/20/2022 - 03/20/2023)

Main Document Page 78 of 153



Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Wells Fargo	Maverick Management Group LLC	0496	3/31/2023	3/17/2023		6,934.93	tNT Fed#08592 Bank of America. N /Ftr/BnlOutsource LLC Apex Sff# 0000960076825725 Trn#23031 7181096 Rib#
Bank of America	Prime Logix LLC	9201	3/31/2023	3/3/2023		100,000.00	WIRE TYPE:BOOK OUT DATE:230303 TIME:1 338 ET TRN:202303030041 7814 RELATED REF:428132250 BNF:OUTSOURCE LLC ID: PMT DET:FEE TO M ARKETTER.
UnionBank	The Litigation Practice Group PC	4858	2/28/2023	2/24/2023		116,226.00	WIRE TRANS TRN 0224015670 022423 UBOC UB289848N Sent To: BANK OF AMERICA NA. Beneficiary: 1/Outsource LLC
Bank of America	Litigation Practice Group PC	6457	2/28/2023	2/8/2023		75,537.00	WIRE TYPEBOOK OUT DATEQ3O2O8 TIME1 344 ETTRNQ023020700466507 RELATED REF:424847826 BNF:OUTSOURCE LLC ID PMT DET:FILE PUR CHASE
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/27/2023		46,071.00	Fedwire Debit Via Bk Amer Nyc/026009593 NC Couteource LLC US Imad: 012761 QgcOI C00821 5 Tm: 7379200027,Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/24/2023		2,372.01	Fedwire Debit Via Bk Amer Nyc/026009593 NC Outeource LLC US Imad: 012461 Ogc08C0321 41 Tm: 5670300024Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/10/2023		2,722.14	Fedwire Debit Vie Bk Amer Nyc/026009593 NC Cutsource LLC US Imed: 01 10B1Qgo02C005243 Tm: 499250001 OJo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/6/2023		2,722.14	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Duteource LLC US Imad: 010681 Dgc06C029378 Tm: 4722000006Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/3/2023		20,589.00	Fedwire Debit Vie. Bk Amer Nyc/026009593 NC: Dutsource LLC US Ret: File Purchase lamed O103B1Ggc05C02O12 Tm 6125300003Jc
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/3/2023		25,076.00	Fedwire Debit Via. Bk Amer Nyc/026009593 NC: Outsource LLC US Ret: File Purchase Imad: 0103B1Qgc05C02O123 Tm: 6123300003JO
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/30/2022		3,096.55	Fedwire Debit Via Bk Amer Nyc/026009593 NC Couteource LLC US Imad: 123DB 1 Gge03CD345D9 Tm: 5586800364Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/27/2022		284.56	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outsouroe LLC US Imad: 1227B1Qgc01C016239 Tm: 4800200361Jo
						401,631.33	

EXHIBIT 7(a)

Richard A. Marshack
D. Edward Hays
David A. Wood
Laila Masud
Tinho Mang
Bradford N. Barnhardt
Sarah R. Hasselberger
Alina Mamlyuk

Of Counsel

Kristine A. Thagard
Matthew W. Grimshaw
Chad V. Haes



Sender: Chad V. Haes
chaes@marshackhays.com
Reference No. 1015-157

September 27, 2024

VIA EMAIL AND U.S. MAIL
accounting@litigationpracticeintake.com
zeid@litigationpracticeintake.com

Z.A.P. Marketing Corporation
Attn: General Counsel, CEO, or Officer,
Managing or General Agent, or any Other
Agent Authorized to Receive Service of
Process
8845 Research Dr, Suite 120
Irvine, CA 92618

Re: *In re The Litigation Practice Group P.C.*
U.S. Bankruptcy Court, Central District of California,
Case No. 8:23-bk-10571-SC

Dear Sir/Madam:

This firm represents Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of The Litigation Practice Group P.C. and liquidating trustee of the LPG Liquidation Trust (collectively, “Trustee”) in the above-referenced bankruptcy case. Pursuant to 11 U.S.C. § 1107 and his appointment as Trustee, the Trustee has the obligation to investigate and pursue claims, including fraudulent transfers, preferential transfers, and unauthorized post-petition transfers.

After a review of the books and records of The Litigation Practice Group P.C. (“Debtor”), the Trustee believes that he may have claims against Z.A.P. Marketing Corporation (“Z.A.P.”) to avoid and recover post-petition transfers, preferential transfers, and fraudulent transfers. This letter is written in an attempt to investigate such claims.

September 27, 2024
Page 2

Section 547 of the Bankruptcy Code permits a trustee or debtor-in-possession to avoid certain payments made to creditors within the 90-day period preceding the filing of a bankruptcy case. Sections 544 and 548 of the Bankruptcy Code permit a trustee or debtor-in-possession to avoid certain payments made to creditors within the two-year period preceding the filing of a bankruptcy case. Sections 3439.04 and 3439.05 of the California Civil Code also permit a trustee to avoid certain payments made to creditors within the applicable reach back period, generally, four years. Section 549 of the Bankruptcy Code permits a trustee or debtor-in-possession to avoid certain transfers made after the filing of a bankruptcy case known as post-petition transfers. Our preliminary investigation has identified transfers from the Debtor to Z.A.P. within the reach back period for both preferential transfers and fraudulent transfers, as well as post-petition.

It appears that: (a) 8 of these transfers, totaling \$34,692.34, may constitute preferential transfers made within the 90-day period prior to the petition date, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. § 547(b); (b) 13 of these transfers, totaling \$44,806.91, may constitute fraudulent transfers made within the four-year period prior to the petition date, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. §§ 544 and 548 and Cal. Civ. Code. §§ 3439.04 and 3439.05; and (c) 7 of these transfers, totaling \$22,908.18, may constitute improper post-petition transfers, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. § 549(a). In sum, and depending on your response to this letter, the Trustee may file suit in the bankruptcy court to avoid and recover these transfers.

As to the preferential transfers, the Trustee has been unable to determine if any viable defenses exist that would reduce or eliminate Z.A.P.'s liability for such claims. If Z.A.P. engaged with the Debtor in the "ordinary course of business," or if you believe that Z.A.P. provided "new value" to the Debtor subsequent to each transfer, as those terms are defined in 11 U.S.C. § 547(a)(2) and (c)(2), then please provide information for the relevant period to substantiate the applicable defenses.

As to the fraudulent transfers and post-petition transfers, the Trustee has been unable to determine why such transfers were made to Z.A.P. and what was provided to the Debtor in exchange for such transfers. Please respond to this letter, attaching any evidence you have related to these transfers, including, but not limited to, contracts, agreements, subscriptions, invoices, and any other documentation showing the date, terms, and amounts for the transfers received and any documents evidencing shipment dates as to goods and services provided by Z.A.P. to the Debtor. Documents showing the course of dealing between Z.A.P. and the Debtor, the date of receipt of the Debtor's

September 27, 2024
Page 3

payment and the amount, deposit date, and any proof of deposit for any or all of the transfers will be helpful in determining the permissibility of the transfers and what, if any, value the Debtor received in return for payments made to Z.A.P.

Please provide the requested documents and information to us on or before October 18, 2024, so that we can assess whether any claims or defenses exist. If you have any questions, we are happy to discuss this matter with you or your counsel.

Sincerely,

A handwritten signature in dark ink, appearing to read "CHAD V. HAES", enclosed within a large, loopy oval shape.

CHAD V. HAES

EXHIBIT 7(b)

Richard A. Marshack
D. Edward Hays
David A. Wood
Laila Masud
Aaron E. de Leest
Tinho Mang
Bradford N. Barnhardt
Sarah R. Hasselberger
Devan N. de los Reyes



Of Counsel

Kristine A. Thagard
Matthew W. Grimshaw
Chad V. Haes
Alina Mamlyuk

Sender: Chad V. Haes
chaes@marshackhays.com
Reference No. 1015-157

25 October 2024

VIA EMAIL AND U.S. MAIL
accounting@litigationpracticeintake.com
zeid@litigationpracticeintake.com

Z.A.P. Marketing Corporation
8845 Research Dr, Suite 120
Irvine, CA 92618
Attn: General Counsel, CEO, or Officer,
Managing or General Agent, or any Other
Agent Authorized to Receive Service of
Process

Re: *In re The Litigation Practice Group P.C.*
U.S. Bankruptcy Court, Central District of California,
Case No. 8:23-bk-10571-SC

Dear Sir/Madam:

This correspondence is a follow-up to the first letter transmitted to you on September 27, 2024, and constitutes a second and final demand to provide any and all documents and information evidencing the basis for, accounting of, and any defenses to my client's claims to avoid and recover, the transfers to Z.A.P. Marketing Corporation ("Z.A.P.") from The Litigation Practice Group P.C. ("Debtor").

This firm represents Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of The Litigation Practice Group P.C. and liquidating trustee of the LPG Liquidation Trust (collectively, "Trustee") in the above-referenced bankruptcy case. Pursuant to 11 U.S.C. § 1107 and his appointment as Trustee, the Trustee has the obligation to investigate and pursue claims, including fraudulent transfers, preferential transfers, and unauthorized post-petition transfers. Under the Bankruptcy Code, the

25 October 2024
Page 2

Trustee has the power to file lawsuits seeking to avoid, recover, and preserve such transfers for the benefit of the Estate. *See* 11 U.S.C. §§ 544 *et seq.*

As explained in the Trustee's initial correspondence, a review of the Debtor's books and records confirms that Z.A.P. received: (a) 8 potential preferential transfers totaling \$34,692.34, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. § 547(b); (b) 13 potential fraudulent transfers totaling \$44,806.91, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. §§ 544 and 548 and Cal. Civ. Code. §§ 3439.04 and 3439.05; and (c) 7 unauthorized post-petition transfers totaling \$22,908.18, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. § 549(a).

The Trustee has been unable to determine why such transfers were made to Z.A.P., what was provided to the Debtor in exchange for such transfers, and whether defenses exist to the Trustee's claims to avoid and recover the transfers. Please respond to this letter, attaching any evidence you have related to these transfers, including contracts, agreements, subscriptions, invoices, and any other documentation showing the date, terms, and amounts for the transfers received and any documents evidencing shipment dates as to goods and services provided by Z.A.P. to the Debtor. Documents showing the course of dealing between Z.A.P. and the Debtor, the date of receipt of the Debtor's payment and the amount, deposit date, and any proof of deposit for any or all of the transfers will be helpful in determining the permissibility of the transfers and what, if any, value the Debtor received in return for payments made to Z.A.P.

If you would like to discuss this matter, please feel free to contact me by telephone (949) 333-7777 or e-mail at chaes@marshackhays.com.

Sincerely,

CHAD V. HAES

EXHIBIT 7(c)

Richard A. Marshack
D. Edward Hays
David A. Wood
Laila Masud
Aaron E. de Leest
Tinho Mang
Bradford N. Barnhardt
Sarah R. Hasselberger
Devan N. de los Reyes

Of Counsel

Kristine A. Thagard
Matthew W. Grimshaw
Chad V. Haes
Alina Mamlyuk



Sender: Chad V. Haes
chaes@marshackhays.com
Reference No. 1015-157

21 February 2025

VIA EMAIL AND U.S. MAIL
accounting@litigationpracticeintake.com
zeid@litigationpracticeintake.com

Z.A.P. Marketing Corporation
Mohamed Hegazi, CEO
Attn: General Counsel, CEO, or Officer,
Managing or General Agent, or any Other
Agent Authorized to Receive Service
of Process
8845 Research Dr, Suite 120
Irvine, CA 92618

Z.A.P. Marketing Corporation
Mohamed Hegazi, CEO
Attn: General Counsel, CEO, or Officer,
Managing or General Agent, or any Other
Agent Authorized to Receive Service
of Process
9920 Research Dr.
Irvine CA 92618

Re: *In re The Litigation Practice Group P.C.*
U.S. Bankruptcy Court, Central District of California,
Case No. 8:23-bk-10571-SC

Dear Sir/Madam:

This correspondence is a second follow-up to the first letter transmitted to you on October 18, 2024, and constitutes a third and final demand to provide any and all documents and information evidencing the basis for, accounting of, and any defenses to my client's claims to avoid and recover, the transfers to Z.A.P. Marketing Corporation from The Litigation Practice Group P.C. ("Debtor").

As you know, my client, Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of The Litigation Practice Group P.C. and liquidating trustee of the LPG Liquidation Trust (collectively, "Trustee") has the obligation to investigate and pursue claims, including fraudulent transfers, preferential transfers, and unauthorized post-petition transfers. Under the Bankruptcy Code, the Trustee has the power to file

21 February 2025
Page 2

lawsuits seeking to avoid, recover, and preserve such transfers for the benefit of the Estate. *See* 11 U.S.C. §§ 544 *et seq.*

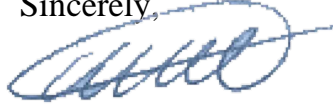
As explained in the Trustee's first and second letters to you, a review of the Debtor's books and records confirms that Z.A.P. Marketing Corporation received: (a) 7 potential preferential transfers totaling \$32,981.68, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. § 547(b); (b) 12 potential fraudulent transfers totaling \$43,096.25, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. §§ 544 and 548 and Cal. Civ. Code. §§ 3439.04 and 3439.05; and (c) 7 unauthorized post-petition transfers totaling \$22,908.18, which can be avoided and recovered by the Trustee pursuant to 11 U.S.C. § 549(a).

The Trustee has been unable to determine why such transfers were made to Z.A.P. Marketing Corporation, what was provided to the Debtor in exchange for such transfers, and whether defenses exist to the Trustee's claims to avoid and recover the transfers. Please respond to this letter, attaching any evidence you have related to these transfers, including contracts, agreements, subscriptions, invoices, and any other documentation showing the date, terms, and amounts for the transfers received and any documents evidencing shipment dates as to goods and services provided by Z.A.P. Marketing Corporation to the Debtor.

21 February 2025
Page 3

If you would like to discuss this matter, please feel free to contact me by telephone (949) 333-7777 or e-mail at chaes@marshackhays.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "CHAD V. HAES", enclosed within a large, loopy circular flourish.

CHAD V. HAES

EXHIBIT 8(a)

In re: The Litigation Practice Group PC
Disbursement Details by Payee
4 Years Pre-Petition (03/20/2019 - 03/20/2023)



Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Chase	The Litigation Practice Group PC	3133	11/30/2022	11/5/2022		46,548.00	Fedwire Debit Via: Bk Amer Nyc1026009593 NC: Cutsouroe LLC US Ret: File Purchase lmed 1 108B1Ogc07C029732 Tm 4292600312Jo
Chase	The Litigation Practice Group PC	3133	11/30/2022	11/8/2022		3,573.21	Pedwire Debit Vie: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US lmed: I I08B1Ogc07C029733 Tm: 4291 80031 2Jo
Chase	The Litigation Practice Group PC	3133	11/30/2022	11/10/2022		3,638.58	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US lmad: ii i0Bi0gc08C048475 Tm: 805390031 4Jo
Chase	The Litigation Practice Group PC	3158	11/30/2022	11/15/2022		59,013.00	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outaource [[C US Ret: Pile Purchaae lmad 11 ISB1QgcOI0000547 Tm 0547800318Vb
Chase	The Litigation Practice Group PC	3133	11/30/2022	11/16/2022		50,503.00	Fedwire Debit Via Bk Amer Nyc/026009593 NC Cutsouroe LLC US Ret File Purchase lmad 1116B1Cg001CO0656D ire 615180032DJo
Chase	The Litigation Practice Group PC	3133	11/30/2022	11/18/2022		280.59	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US lmad: ii 15B1OgcOSCO2S243 Tm: 5038800322Jo
Chase	The Litigation Practice Group PC	3133	11/30/2022	11/25/2022		1,786.58	Fedwire Debit Via Bk Amer Nyc/026009593 NC Outsource LLC US lmad: 1 125B1Ogc05C009830 Tm: 4222700329Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/1/2022		30,580.00	Fedwire Debit Vie: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US Ret: File Purchase lmad. 120181 GgcO7COI 2147 Tm. 4392400335Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/2/2022		30,268.00	Fedwire Debit Vie: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US Ret: File Purchase lmad 1202B1Qgc08C038475 Tm 4802900336Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/5/2022		4,205.55	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US lmad: 1 205B1 Ogc02C006594 Tm: 5586600339Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/9/2022		1,394.06	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Cutsouroe LLC US lmad: I 209B1 Ogc0BC034B4I Tm: 65B0000343Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/9/2022		41,495.00	Fedwire Debit Vie: Bk Amer Nyc/026009593 NC: Outsource LLC US Ret: File Purchase lmad 1209B1Cgc08C026138 Tm 5085700343Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/19/2022		146.33	Fedwire Debit Via Bk Amer Nyc/026009593 NC Dutsouroe LLC US lmad: 121961 Ogc07COi 5935 Tm: 8056500353Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/27/2022		284.56	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outsouroe LLC US lmad: 1227B1Qgc01C016239 Tm: 4800200361Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/30/2022		3,096.55	Fedwire Debit Via Bk Amer Nyc/026009593 NC Cuteouroe LLC US lmad: 123DB 1 Gge03CD345D9 Tm: 5586800364Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/3/2023		20,589.00	Fedwire Debit Vie. Bk Amer Nyc/026009593 NC: Dutsouroe LLC US Ret: File Purchase lamed O1O3BIcgcOSCO20I 12 Tm 6125300003Jc
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/3/2023		25,076.00	Fedwire Debit Via. Bk Amer Nyc/026009593 NC: Outsource LLC US Ret: File Purchase lmad: 0103B1Qgc05C020123 Tm: 6123300003JO
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/6/2023		2,722.14	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Duteouroe LLC US lmad: 010681 Dgc06C029378 Tm: 4722000006Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/10/2023		2,722.14	Fedwire Debit Vie Bk Amer Nyc/026009593 NC Cutsouroe LLC US lmed: 01 10B1Qgo02C005243 Tm: 499250001 OJo
Bank of America	Litigation Practice Group PC	6538	1/31/2023	1/13/2023		1,570.35	WIRE TYPE:BOOK OUT DATE23O1 13 TIM1 652 ET TRN:202301 1300499933 RELATED REF:421493010 BNF:OUTSOURCE LLC ID:325157409420 PMT DETO1.13.23 WEEKLY DISBURSEMENT
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/24/2023		2,372.01	Fedwire Debit Via Bk Amer Nyc/026009593 NC Outeouroe LLC US lmad: 012461 Ogc08C0321 41 Tm: 5670300024Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/27/2023		46,071.00	Fedwire Debit Via Bk Amer Nyc/026009593 NC Cuteouroe LLC US lmad: 012761 QgcOI C00821 5 Tm: 7379200027,Jo
Chase	The Litigation Practice Group PC	3133	2/28/2023	2/7/2023		856.26	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outsource LLC US lmad: 0207B1Qgc07C032019 Trn: 6667100038Jo
Bank of America	Litigation Practice Group PC	6457	2/28/2023	2/8/2023		75,537.00	WIRE TYPEBOOK OUT DATEQ3O2O8 TIME1 344 ETTRNQ023020700466507 RELATED REF:424847826 BNF:OUTSOURCE LLC ID: PMT DET:FILE PUR CHASE
UnionBank	The Litigation Practice Group PC	4858	2/28/2023	2/24/2023		116,226.00	WIRE TRANS TRN 0224015670 022423 UBOC UB289848N Sent To: BANK OF AMERICA NA. Beneficiary: 1/Outsource LLC
UnionBank	The Litigation Practice Group PC	4858	3/31/2023	3/2/2023		30,000.00	WIRE TRANS TRN 0302015348 030223 UBOC UB262065N Sent To: BANK OF AMERICA N.A. Beneficiary: 1/Outsource LLC



Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Bank of America	Prime Logix LLC	9201	3/31/2023	3/3/2023		100,000.00	WIRE TYPE:BOOK OUT DATE:230303 TIME:1 338 ET TRN:202303030041 7814 RELATED REF:428132250 BNF:OUTSOURCE LLC ID: PMT DET:FEE TO M ARKETTER.
Chase	BAT Inc.	0830	3/31/2023	3/9/2023		100,000.00	03/09 Domestic Wire Transfer Via: Bk Amer Nyc/026009593 A/C: Outsource LLC Imad:
Wells Fargo	Maverick Management Group LLC	0496	3/31/2023	3/17/2023		6,934.93	tNT Fed#08592 Bank of America. N /Ftr/BnlOutsource LLC Apex Sff# 0000960076825725
						807,489.84	

EXHIBIT 8(b)

Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/27/2022		284.56	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outsource LLC US Imad: 1227B1Qgc01C016239 Tm: 4800200361Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/30/2022		3,096.55	Fedwire Debit Via Bk Amer Nyc/026009593 NC Outsource LLC US Imad: 123DB 1 Gge03CD345D9 Tm: 5586800364Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/3/2023		20,589.00	Fedwire Debit Vie. Bk Amer Nyc/026009593 NC: Outsource LLC US Ret: File Purchase lamed O103B1Cgc0SC020I 12 Tm 6125300003Jc
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/3/2023		25,076.00	Fedwire Debit Via. Bk Amer Nyc/026009593 NC: Outsource LLC US Ret: File Purchase Imad: 0103B1Qgc05C020123 Tm: 6123300003Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/6/2023		2,722.14	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outsource LLC US Imad: 010681 Dgc06C029378 Tm: 4722000006Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/10/2023		2,722.14	Fedwire Debit Vie Bk Amer Nyc/026009593 NC Outsource LLC US Imad: 01 10B1Qgo02C005243 Tm: 499250001 OJo
Bank of America	Litigation Practice Group PC	6538	1/31/2023	1/13/2023		1,570.35	WIRE TYPE:BOOK OUT DATE2301 13 TIM1 652 ET TRN:202301 1300499933 RELATED REF:421493010 BNF:OUTSOURCE LLC ID: PMT DETO1.13.23 WEEKLY DISBURSEMENT
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/24/2023		2,372.01	Fedwire Debit Via Bk Amer Nyc/026009593 NC Outsource LLC US Imad: 012461 Ogc08C0321 41 Tm: 5670300024Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/27/2023		46,071.00	Fedwire Debit Via Bk Amer Nyc/026009593 NC Outsource LLC US Imad: 012761 QgcOI C00821 5 Tm: 7379200027,Jo
Chase	The Litigation Practice Group PC	3133	2/28/2023	2/7/2023		856.26	Fedwire Debit Via: Bk Amer Nyc/026009593 NC: Outsource LLC US Imad: 0207B1Qgc07C032019 Trn: 6667100038Jo
Bank of America	Litigation Practice Group PC	6457	2/28/2023	2/8/2023		75,537.00	WIRE TYPEBOOK OUT DATEQ30208 TIME1 344 ETTRNQ023020700466507 RELATED REF:424847826 BNF:OUTSOURCE LLC ID: PMT DET:FILE PUR CHASE
UnionBank	The Litigation Practice Group PC	4858	2/28/2023	2/24/2023		116,226.00	WIRE TRANS TRN 0224015670 022423 UBOC UB289848N Sent To: BANK OF AMERICA NA. Beneficiary: 1/Outsource LLC
UnionBank	The Litigation Practice Group PC	4858	3/31/2023	3/2/2023		30,000.00	WIRE TRANS TRN 0302015348 030223 UBOC UB262065N Sent To: BANK OF AMERICA N.A. Beneficiary: 1/Outsource LLC
Bank of America	Prime Logix LLC	9201	3/31/2023	3/3/2023		100,000.00	WIRE TYPE:BOOK OUT DATE:230303 TIME:1 338 ET TRN:202303030041 7814 RELATED REF:428132250 BNF:OUTSOURCE LLC ID: PMT DET:FEE TO M ARKETTER.
Chase	BAT Inc.	0830	3/31/2023	3/9/2023		100,000.00	03/09 Domestic Wire Transfer Via: Bk Amer Nyc/026009593 A/C: Outsource LLC Imad: 0309B1Qgc08C016148 Trn: 3451873067Es
Wells Fargo	Maverick Management Group LLC	0496	3/31/2023	3/17/2023		6,934.93	tNT Fed#08592 Bank of America. N /Ftr/BnlOutsource LLC Apex S# 0000960076825725 Trn#23031 7181096 Rib#
						534,057.94	

EXHIBIT 8(c)



Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Bank of America	Prime Logix LLC	9201	3/31/2023	3/28/2023		80,000.00	WIRE TYPE:BOOK OUT DATE:230328 TIME:1 656 ET TRN:202303280047591 0 RELATED REF:431 598300 BNF:OUTSOURCE LLC ID:
Bank of America	Prime Logix LLC	9201	4/30/2023	4/6/2023		30,000.00	WIRE TYPE:BOOK OUT DATE230406 TIME:1 649 ET TRN:2023040600480074 RELATED REF:433099842 BNF:OUTSOURCE LLC ID:
Bank of America	Prime Logix LLC	9201	4/30/2023	4/7/2023		6,709.78	Online Banking Transfer Conf# cfoougboy; Outsource LLC
Bank of America	Prime Logix LLC	9201	4/30/2023	4/10/2023		10,000.00	WIRE TYPE:BOOK OUT DATE23041 0 TIME:1 559 ET TRN:2023041 000362550 RELATED REF:433489394 BNF:OUTSOURCE LLC ID:
Bank of America	Prime Logix LLC	9201	4/30/2023	4/12/2023		15,000.00	WIRE TYPEBOOK OUT DATE:23041 2 TIME:1 657 ET TRNQO23041 200478327 RELATED REF:433823256 BNF:OUTSOURCE LLC ID:
Bank of America	Prime Logix LLC	9201	4/30/2023	4/14/2023		5,285.71	Online Banking Transfer Conf# ed43hdn9m; OutsoUrc LLC
Bank of America	Prime Logix LLC	9201	4/30/2023	4/27/2023		5,308.56	Online Banking Transfer Conf# bgnmftzbl; Outsource LLC
Bank of America	Prime Logix LLC	9201	5/31/2023	5/11/2023		2,484.05	Online Banking Transfer Conf# epgllwhut Outsource LLC
Bank of America	Prime Logix LLC	9201	5/31/2023	5/12/2023		30,000.00	WIRE TYPE:BOOK OUT DATEQ3O51 2 TIME:1435 ET TRN:2023051 200422687 RELATED REF:4381 12628 BNF:OUTSOURCE LLC ID:
						184,788.10	

EXHIBIT 9(a)

Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/2/2022		39.02	Fedwire Debit Vie: F121000358/121000358 NC: ZAP. Marketing Corp US Ret: 11.18.22 Weekly Disbursement/Time/1 3:54 lmed: 120281 Qgc08C038465 Tm: 4799300336Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/2/2022		1,045.28	Fedwire Debit Vie F121000358/121000358 NC Z.A.P. Marketing Corp US Ret 11 2522 Weekly Disbursement/Time/1a54 lmed 120251 Cgc08C038456 Tm 4799400336Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/2/2022		3,501.78	Fedwire Debit Via F121000358/121000358 NC Z.A.P. Marketing Corp us Ret Weekly Disbursement/Time/1 6 32 lmed 1 20281 QgcD7CDI 7404 Tm: 6842700336Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/9/2022		1,982.49	Fedwire Debit Via: P121000358/121000358 NC: Z.A.P. Marketing Corp US Ret: Weekly Disbursement/Time/17 00 lmad 1209B1Ogc08C034833Trn: 6585600343Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/19/2022		3,546.00	Fedwire Debit Via F121000358/i 21000358 NC Z.A.P. Marketing Corp us Ret Weekly Disbursement/Time/i 7:25 lmad: 121 9Bi Qgc0600I 7816 Tm: 80441 00353Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/27/2022		4,001.94	Fedwire Debit Vie F121000358/121000358 NC Z.A.P. Msrketing Corp US Ret Weekly Disbursement/Time/16 32 med 1227B1Qgc02C008181 Tm: 6981 100381Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/30/2022		3,173.68	Fedwire Debit Via F121DDD358/121DDD358 NC Z.A.P. Marketing Corp US Ret Weekly Disbursement/time/i 4.39 lmad. 1 23DB1 QgcDSCD4D426 Tm: 5576BDD364Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/6/2023		3,488.76	Fedwire Debit Via: F121000358/121000358 NC: Z.A.P. Marketing Corp US Ret: Weekly Disbursement/Time/l 4:47 lmad: 01 06B1 Qgc06C029345 Tm: 471 700000SJo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/10/2023		3,488.76	Fedwire Debit Vie: F121000358/i21000358 NC: ZAP. Marketing Corp US Ret: Weekly Disbursement/Time/14:53 mmcd: 01 10BIQgc03COOS358 Tm: 499220001 0J0
Bank of America	Litigation Practice Group PC	6538	1/31/2023	1/17/2023		4,077.78	WIRE TYPE:BOOK OUT DATE23O1 17 TIME:0430 ET TRN:202301 1300511925 RELATED REF:421 504548 BNF:Z.A.P. MARKETING CORP ID3251 75603295 PMT DET: 01 .1 3.23 WEEKLY DISBURSEMENT
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/24/2023		7,499.27	Fedwire Debit Via F121000358/121000358 NC Z.A.P. Markafing Corp US Rat Weekly Disbursements/Time/1 5:49 l mad: 012461 Cgc06C032I 47 lre: 56711 00024Jo
Chase	The Litigation Practice Group PC	3133	2/28/2023	2/7/2023		7,251.49	Fedwire Debit Via: F121000358/121000358 A/C: ZAP. Marketing Corp US Ref: Weekly Disbursements/Time/17:47 lmad: 0207B1Qgc07C031951 Trn: 6650500038Jo
Wells Fargo	Maverick Management Group LLC	0496	3/31/2023	3/17/2023		1,710.66	WT Fed#08695 Bank of America, N /Ftr/Bnf=Z.A.P. Marketing Corp. Srl# 0000960076916725 Trn#230317181855 Rib#
						44,806.91	

EXHIBIT 9(b)

Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/27/2022		4,001.94	Fedwire Debit Vie F121000358/121000358 NC Z.A.P. Msrketing Corp US Ret Weekly Disbursement/Time/16 32 med 1227B1Qgc02C008181 Tm: 6981 100381Jo
Chase	The Litigation Practice Group PC	3133	12/31/2022	12/30/2022		3,173.68	Fedwire Debit Via F121DDD358/121DDD358 NC Z.A.P. Marketing Corp US Ret Weekly Disbursement/time/i 4.39 Imad. 1 23DB1 QgcDSCD4D426 Tm: 5576BDD364Jo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/6/2023		3,488.76	Fedwire Debit Via: F121000358/121000358 NC: Z.A.P. Marketing Corp US Ret: Weekly Disbursement/Time/l 4:47 Imad: 01 06B1 Qgc06C029345 Tm: 471 700000SJo
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/10/2023		3,488.76	Fedwire Debit Vie: F121000358/i21000358 NC: ZAP. Marketing Corp US Ret: Weekly Disbursement/Time/14:53 mmcd: 01 10BIQgc03COOS358 Tm: 499220001 0Jo
Bank of America	Litigation Practice Group PC	6538	1/31/2023	1/17/2023		4,077.78	WIRE TYPE:BOOK OUT DATE23O1 17 TIME:0430 ET TRN:202301 1300511925 RELATED REF:421 504548 BNF:Z.A.P. MARKETING CORP ID3251 75603295 PMT DET: 01 .1 3.23 WEEKLY DISBURSEMENT
Chase	The Litigation Practice Group PC	3133	1/31/2023	1/24/2023		7,499.27	Fedwire Debit Via F121000358/121000358 NC Z.A.P. Markafing Corp US Rat Weekly Disbursements/Time/1 5:49 I mad: 012461 Cgc06CO32l 47 lre: 56711 00024Jo
Chase	The Litigation Practice Group PC	3133	2/28/2023	2/7/2023		7,251.49	Fedwire Debit Via: F121000358/121000358 A/C: ZAP. Marketing Corp US Ref: Weekly Disbursements/Time/17:47 Imad: 0207B1Qgc07C031951 Trn: 6650500038Jo
Wells Fargo	Maverick Management Group LLC	0496	3/31/2023	3/17/2023		1,710.66	WT Fed#08695 Bank of America, N /Ftr/Bnf=Z.A.P. Marketing Corp. Srl# 0000960076916725 Trn#230317181855 Rib#
						34,692.34	

EXHIBIT 9(c)

In re: The Litigation Practice Group PC
Summary of Disbursements
Post-Petition Activity (3/20/2023 - Present)



Bank Name	Account Name	Account Number	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Bank of America	Prime Logix LLC	9201	3/31/2023	3/24/2023		312.73	Online Banking Transfer Conf# czz3bg36l; Z.A.P. MARKETING CORP
							WIRE TYPE:BOOK OUT DATE:230407 TIME:1 449 ET TRN:202304070025261 8 RELATED
Bank of America	Prime Logix LLC	9201	4/30/2023	4/7/2023		2,924.23	REF:433252658 BNFZ.A.P. MARKETING CORP ID: PMT DET: MAR 27 APR 02
Bank of America	Vulcan Consulting Group LLC dba DRD	9551	4/30/2023	4/14/2023		3,805.35	Online Banking Transfer Conf# knhyhp6lo; Z.A.P. MARKETING CORP
Bank of America	Prime Logix LLC	9201	4/30/2023	4/27/2023		6,617.84	Online Banking Transfer Conf# bomcj3z8w; ZAP. MARKETING CORP
							WIRE TYPE:BOOK OUT DATE23051 2 TIME:0502 ET TRN:2023051 100521907 RELATED
Bank of America	Prime Logix LLC	9201	5/31/2023	5/12/2023		5,064.65	REF:437964424 BNF:Z.A.P. MARKETING CORP 1D3 PMT DET: AFFILIATE DISTRIBUTION
Bank of America	Prime Logix LLC	9201	5/31/2023	5/25/2023		4,138.38	Online Banking Transfer Conf# itab3o4gx ZAP. MARKETING CORP
Bank of America	Prime Logix LLC	9201	5/31/2023	5/26/2023		45.00	Online Banking Transfer Conf# dol5plodl; ZAP. MARKETING CORP
						22,908.18	

EXHIBIT 10

Fill in this information to identify the case:

Debtor 1 The Litigation Practice Group P.C.
Debtor 2 _____
(Spouse, if filing) _____
United States Bankruptcy Court Central District of California
Case number: 23-10571

FILED

FEB 22 2024

FILED

U.S. Bankruptcy Court
Central District of California

12/29/2023

Kathleen J. Campbell, Clerk

4840

**Official Form 410
Proof of Claim**

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Central District of California

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?					
<u>Z.A.P. Marketing Corp.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____					
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____				
3. Where should notices and payments to the creditor be sent?	<table border="0"><tr><td>Where should notices to the creditor be sent?</td><td>Where should payments to the creditor be sent? (if different)</td></tr><tr><td><u>Z.A.P. Marketing Corp.</u> Name 8845 Research Drive Suite 120 Irvine, CA 92618 Contact phone <u>562-522-3103</u> Contact email <u>zeid@litigationpracticeintake.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</td><td>_____ Name _____ Contact phone _____ Contact email _____</td></tr></table>	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	<u>Z.A.P. Marketing Corp.</u> Name 8845 Research Drive Suite 120 Irvine, CA 92618 Contact phone <u>562-522-3103</u> Contact email <u>zeid@litigationpracticeintake.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	_____ Name _____ Contact phone _____ Contact email _____
Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)				
<u>Z.A.P. Marketing Corp.</u> Name 8845 Research Drive Suite 120 Irvine, CA 92618 Contact phone <u>562-522-3103</u> Contact email <u>zeid@litigationpracticeintake.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	_____ Name _____ Contact phone _____ Contact email _____				
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY				
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____				

Official Form 410

Proof of Claim

page 1

102119-1 SCK

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<div><div>\$ 1956645.72</div><div>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Procuring and sale of consumer leads for LPG legal services.</p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div>Value of property: \$ _____</div> <div>Amount of the claim that is secured: \$ _____</div> <div>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ _____</div> <div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies \$ _____</p> <p style="font-size: small;">* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>	Amount entitled to priority
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Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input type="checkbox"/> I am the creditor.</p> <p><input checked="" type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>12/29/2023</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p>/s/ Zeid Nesheiwat _____</p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Zeid Nesheiwat</u></p> <p style="text-align: right; font-size: small;">First name Middle name Last name</p> <p>Title <u>Authorized Agent</u></p> <p>Company <u>Z.A.P. Marketing Corp.</u></p> <p style="font-size: small;">Identify the corporate servicer as the company if the authorized agent is a servicer</p> <p>Address <u>8845 Research Drive, Suite 120</u></p> <p style="text-align: right; font-size: small;">Number Street</p> <p style="text-align: right; font-size: small;">Irvine, CA 92618</p> <p style="text-align: right; font-size: small;">City State ZIP Code</p> <p>Contact phone <u>562-522-3103</u> Email <u>zeid@litigationpracticeintake.com</u></p>
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The Litigation Practice Group PC - Affiliate Agreement

THIS AGREEMENT (the "Agreement") is made and effective as of the 19th day of October, 2022 by and between The Litigation Practice Group PC ("LPG") and Z.A.P. Marketing Corp (hereinafter "Affiliate").

RECITALS:

LPG is in the business of providing a package debtor's rights services in the form of debt validation, consultation, and litigation defense through a network of attorneys licensed to practice law in all 50 states and the District of Columbia. The legal services offered include:

- Removal of invalid debts through correspondence directly with the three credit bureaus;
- Validation of consumer debts through correspondence including disputes with original creditors, validation demands to third party debt collectors and assignees, and disputes with all three credit bureaus;
- Defense of collection actions initiated by original creditors or third party assignees;
- Negotiation of advantageous settlements of consumer debts both pre and post litigation;
- Education of clients regarding federal laws applicable to consumer debt and credit reporting, and consultation regarding risk mitigation and litigation defense through its network of attorneys across the country.

Each of these services is offered without regard to the identity of the creditor or third-party debt collector or assignee. LPG reviews all client files prior to the execution of the client's legal services agreement with the appropriate law firm, and maintains oversight through its administrative services over all file placements.

Affiliate owns and operates a system of generating leads consisting of consumers interested in the legal services offered by LPG. Affiliate, acting in accordance with direction from LPG, shall obtain the names of Consumers and will market in a lawful manner, complying with the restrictions of the jurisdiction in which the consumer resides. For consumers interested in utilizing LPG's services, Affiliate will assist LPG in having consumers execute an approved legal services agreement with a law firm to which LPG provides administrative support services, at which point consumers will become clients of that law firm, and that law firm will be exclusively responsible for and liable for the representation of consumers in the context of the provision of legal services. Nothing in this Agreement nor in the eventual legal services agreement shall restrict Affiliate from offering any other service of any kind to consumer, including credit repair or debt relief programs. Nor is Affiliate restricted from marketing on behalf of credit repair or debt relief entities, including but not limited to other law firms. LPG and Affiliate hereby agree that any and all prior agreements entered into by LPG and Affiliate or any law firm to which LPG provides administrative support services and Affiliate are null and void and unenforceable, and this Agreement shall become the operative agreement for all files previously placed through the use of LPG's administrative support services.

Affiliate is being retained by LPG to provide marketing and customer service functions only. All payments made to Affiliate are for services actually rendered, and do not constitute a revenue or fee sharing agreement. The method used to determine the value of the services rendered by Affiliate to LPG were

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selected by both parties based upon industry standard and effective valuation, and not for any other purpose.

LPG and Affiliate hereby agree to the following:

1. Each Party shall be solely responsible for bearing its own costs and expenses incurred in performing its responsibilities under this Agreement, including all tariffs, filings, licensing and/or other fees.
2. Affiliate shall comply with state and federal laws in communicating with consumers regarding LPG, any law firm utilized by LPG, or any of the programs of LPG or the assigned law firm.
3. Both LPG and the law firm it utilizes shall comply with all state and federal laws in performing its obligations under the legal services agreement entered into between LPG and the consumers referred by Affiliate.
4. If requested by LPG, Affiliate shall provide a copy of all marketing materials to LPG upon receiving a request from LPG. Affiliate shall endeavor to provide such materials within 10 business days of such request, but may provide such materials in any time frame that is commercially reasonable.
5. Affiliate agrees to keep any and all documents or communications between itself and LPG confidential pursuant to the provisions set forth below, and shall not share or disclose such documents to any party with prior, express written consent.
6. Affiliate shall be entitled to receive the following as full and complete compensation for its services to LPG: LPG shall pay 75% per file for each file that Affiliate places with LPG, not counting the monthly maintenance fee of \$96.38, which LPG shall retain to cover administrative costs for each file. LPG shall calculate the amount of each file, apply the above-identified percentage fee, and remit the same to Affiliate pursuant to an agreed-upon schedule not to exceed one remittance per seven (7) calendar days. If any consumer cancels LPG's services, or demands a refund for payment for such services, or both, then LPG shall be solely responsive for such cost and Affiliate shall not have to share such expense. LPG has exclusive discretion to grant or deny a requested refund or cancellation. Finally, LPG may treat a consumer's failure to remit payment in a timely manner as a cancellation of the legal services agreement executed by consumer with LPG, and has sole discretion to make such determination.
7. LPG shall bear all expenses related to the services it offers to consumers, and Affiliate shall bear all expenses related to its marketing of the same except as is set forth in this Paragraph. Neither LPG nor Affiliate shall be required to pay the expenses of the other.
8. LPG reserves all rights with regard to rejection or cancellation of a consumer, but will do so only in accordance with the recommendation of the law firm utilized in providing such service, and only subject to the applicable state bar rules for such representation.
9. This agreement shall continue to operate and bind LPG and Affiliate for a period of twelve (12) months from the date of execution of this Agreement. At that time, this Agreement will automatically renew until either party sends written notice of cancellation of this Agreement, which shall be effective

30 days after LPG or Affiliate postmarks or emails a cancellation letter stating the intent of that party to terminate this Agreement. If such cancellation letter is sent by either party, it shall be effective 30 days from the date of postmark or email, and shall terminate this Agreement and release either party from the obligations contained herein.

10. If either party shall default under this Agreement, defined as a failure to comply with any of the obligations set forth above, the Agreement shall terminate following notice of default and a cure period of 30 days from the date postmarked on the notice of default. The notice of default must state with specificity the act of default alleged.

11. Upon termination of this Agreement for any reason whatsoever, LPG and Affiliate will refrain from making any disparaging or negative comment, remark, statement, or implication, whether written or oral.

12. The confidential information of LPG or Affiliate shall include information regarding contracts, customer or client lists or information, hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, 'Know-how', compilations, market research, marketing techniques and plans, marketing materials, business plans and strategies, documents, scripts, guidelines, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons. Neither LPG nor Affiliate may disclose the confidential information of the other with the express written consent of the other. A failure to abide by this confidentiality term shall entitle the party whose confidential information was compromised to a reasonable sum not less than \$50,000.00, nor more than \$200,000.00. The disclosure of information in connection with a judicial proceeding shall not constitute a violation of this term. The parties agree to notify the other if any inadvertent disclosure of information occurs within 48 hours of becoming aware of such disclosure. The parties agree to work together in good faith to remediate any disclosure of confidential information. A party whose confidential information is disclosed shall be entitled to injunctive relief in any court of competent jurisdiction.

13. If, after the passage of six months of the date of this Agreement, Affiliate fails, in any one calendar month, to have at least fifty (50) active consumers, LPG shall withhold 20% of the fees due to Affiliate for said month in an escrow account. Such fees shall be held in escrow until, in a single calendar month, Affiliate has fifty (50) or more active consumers, at which point, within five (5) business days of the end of such calendar month, LPG shall transfer the balance of such escrow account to Affiliate and retain nothing in such escrow account. If Affiliate shall cease operations for any reason, or this Agreement shall terminate for any reason, Affiliate will continue to receive fees due to it under this Agreement until all active consumers have completed or withdrawn from the program, at which point any remaining amounts being held in escrow shall be released to Affiliate in full.

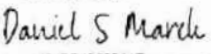
14. Affiliate agrees not to use the name LPG or any law firm in any advertising, publicity release, or sales presentation designed to promote Affiliate's service, unless LPG provides prior written consent to such specific use.

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DocuSign Envelope ID: 907AE835-219A-4F69-BE4E-39CB3B04EE74

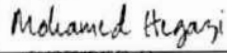
15. Any fees incurred by LPG in connection with a customer's Non-Sufficient Funds ("NSF") fee shall be borne exclusively by LPG.
16. This Agreement may not be assigned or transferred without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
17. In the event of a breach, the prevailing party shall be entitled to reasonable attorneys' fees and collection costs, including all fees and costs on appeal.
18. This Agreement contains the entire Agreement between the Parties, and shall not be modified, amended or supplemented, or any rights therein waived, unless specifically agreed upon in writing by LPG and Affiliate.

The Litigation Practice Group PC

DocuSigned by:

9E434DB1593341E...

By: Daniel S. March, Managing Shareholder

Z.A.P. Marketing Corp

DocuSigned by:

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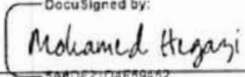
By: Mohamed Hegazi

Title: CEO

DocuSign Envelope ID: 907AE835-219A-4F69-BE4E-39CB3B04EE74

Electronic Funds Transfer Authorization

This Electronic Funds Transfer (EFT) authorization is for use in connection with the foregoing Agreement, and permits LPG to transfer any and all amounts due to **Z.A.P. Marketing Corp** ("Affiliate") under the foregoing Agreement by EFT. By signing below, Affiliate hereby authorizes LPG to initiate EFT transfers at its discretion, with all fees and costs incurred by Affiliate in connection with such transfer to be borne by Affiliate, while all fees and costs incurred by LPG in connection with such transfer to be borne by LPG.

Account Holder Signature:  Date: 10/20/2022

By: Mohamed Hegazi

Title: CEO

Account Owner Name: Z.A.P. Marketing Corp

Social Security Number / FEIN Number associated with account listed below:

Address: 8845 Research Dr Suite 120

City: Irvine, CA 92618

Bank Name: Bank of America

Routing Number:

Account Number:

Account type : Checking

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this "**Agreement**") is made as of February 28, 2023 (the "**Agreement Date**"), by and between The Litigation Practice Group PC (collectively the "**Buyer**"), and Z.A.P. Marketing Corp (the "**Seller**" or "**LPG**", and together with the Buyer, the "**Parties**"), and The Litigation Practice Group PC ("**LPG**").

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to **LPG** and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which **LPG** shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the "**Purchased Accounts**").

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller's right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the "**Excluded Assets**").

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the "**Excluded Liabilities**").

Section 2.3 Payment of Purchase Price. Buyer shall pay \$96,919.62 (total purchase price) for the Purchased Accounts (the "**Purchase Price**") by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the "**Wire Instructions**"). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, **LPG** will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if in any calendar month a total of less than 80% of files make a cleared payment, **LPG** shall replace any non-performing files in such month so that the performance of the file package as

a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the "Confidential Information"). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller's own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller's employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "Closing Date." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as Exhibit B (the "Bill of Sale and Assignment and Assumption Agreement"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "Buyer Indemnified Party" and, collectively, the "Buyer Indemnified Parties"), against all claims, losses, liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "Loss" and, collectively, the "Losses") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a "Seller Indemnified Party" and, collectively, the "Seller Indemnified Parties"), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a "Third-party Claim"), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party's own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "Direct Claim"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "Notice of Claim"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

By: _____
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Z.A.P. Marketing Corp

By: _____
Name: Mohamed Hegazi
Title: CFO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

By: _____
Name: Daniel S. March
Title: Managing Shareholder

[Signature Page to Accounts Receivable Purchase Agreement]

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

- (bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.
- (cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.
- (dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.
- (ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**"), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the "**Purchase Agreement**"), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.

2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

By: _____
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Z.A.P. Marketing Corp

By: _____
Name: Mohamed Hegazi
Title: CFO

Schedule 2.3
Wire Instructions

\$96,919.62

Account Holder Name: Z.A.P. Marketing Corp

Address: 8845 Research Dr Suite 120 Irvine, CA 92618

Routing Number: 0358

Account Number: 03295

DocuSign Envelope ID: 0336A23B-F392-4294-9B7E-E8A156F281E7

Customer Full Name	Home Phone	Email	State	Next Paym	Payments	Balance	Enrolled D	Debt Enrol
BATLLC-65			CA	#####	2		#####	8431
BATLLC-65			FL	#####	2		#####	37396
BATLLC-65			FL	#####	2	795.74	#####	22612
BATLLC-65			FL	#####	2		#####	7260
BATLLC-65			IL	#####	2		#####	9745.06
BATLLC-65			WA	#####	3	505.72	#####	6259
BATLLC-65			WA	#####	2		#####	14637
BATLLC-65			CO	#####	3		#####	45543
BATLLC-65			FL	#####	2		#####	31570
BATLLC-65			FL	#####	2		#####	23322
BATLLC-65			FL	#####	1		#####	38989
BATLLC-65			CO	#####	2		#####	5953
BATLLC-65			CO	#####	2		#####	22284
BATLLC-65			SC	#####	2		#####	16390
BATLLC-65			VA	3/1/2023	3	754.05	#####	6525
BATLLC-65			DE	#####	3	1873.47	#####	63373
BATLLC-65			FL	#####	2		#####	30757
BATLLC-65			CA	#####	3	820.41	#####	21251
BATLLC-65			FL	#####	2		#####	12006
BATLLC-65			WA	#####	2		#####	45824
BATLLC-66			CO	#####	3	2320.29	#####	108328
BATLLC-66			NE	#####	2		#####	54005
BATLLC-66			CO	#####	2	550.34	#####	40856
BATLLC-66			NY	#####	2		#####	48557
BATLLC-66			CO	#####	2		#####	15101
BATLLC-66			CO	#####	1		#####	19440
BATLLC-66			WA	#####	3	926.22	#####	19112
BATLLC-66			FL	#####	2		#####	24368
BATLLC-66			TN	#####	2		#####	9479.61
BATLLC-66			CO	#####	2		#####	27978
BATLLC-66			WA	3/2/2023	3	367.54	#####	24404
BATLLC-66			OR	#####	1		#####	27727
BATLLC-66			WA	3/2/2023	2	536.51	#####	26408
BATLLC-66			FL	#####	1		#####	49829
BATLLC-66			PA	3/9/2023	3	812.46	#####	37182.05
BATLLC-66			CO	#####	2	150.21	#####	6121
BATLLC-66			FL	#####	1		#####	13617
BATLLC-66			FL	#####	1		#####	20339
BATLLC-66			PA	#####	1		#####	11847
BATLLC-66			TN	#####	1		#####	20360
BATLLC-66			FL	3/2/2023	1		#####	14540
BATLLC-66			FL	#####	1		#####	14416
BATLLC-66			FL	#####	2		#####	14258
BATLLC-66			FL	#####	1		#####	12868
BATLLC-67			CA	#####	1		#####	12034.27
BATLLC-67			CA	3/2/2023	2	263.02	#####	14998

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BATLLC-68	WV	3/3/2023	2	250.14	#####	14058
BATLLC-67	IL	3/1/2023	2	269.43	#####	61969
BATLLC-67	IL	3/1/2023	2	255.35	#####	11128
BATLLC-67	WA	#####	1		#####	12773
BATLLC-67	IL	3/2/2023	2	228.08	#####	7573
BATLLC-67	FL	#####	1		#####	8789
BATLLC-67	IL	3/2/2023	2	250.88	#####	8111
BATLLC-66	PA	3/2/2023	2	399.5	#####	27281
BATLLC-67	PA	#####	2	334.35	#####	24987
BATLLC-67	PA	3/2/2023	2	127.54	#####	7142
BATLLC-67	IL	#####	1		#####	10867
BATLLC-67	CO	#####	2	254.34	#####	14216
BATLLC-67	FL	#####	1		#####	17372
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vlookup	Customer ID	Enrolled Date	Client Status	Client Stage	Debt Enrolled	Pay Frequency	Payments Made	Payment Summary	# Drafts Cleared	# Drafts Remaining	Total Payments Cleared	Dropped Date
#N/A	BATLLC-668121005	12/2/2022	Active File	Processing Flow	11,847.00			1 1 of 30	1	29	254.34	
#N/A	BATLLC-669150887	12/5/2022	Active File	Processing Flow	12,868.00			1 1 of 32	1	31	257.23	
#N/A	BATLLC-669106769	12/5/2022	Active File	Processing Flow	14,540.00			1 1 of 36	1	35	257.94	
#N/A	BATLLC-667551218	11/30/2022	Active File	Processing Flow	13,617.00			1 1 of 30	1	29	277.94	
#N/A	BATLLC-667532891	11/30/2022	Active File	Processing Flow	6,121.00			1 1 of 23	1	22	300.41	
#N/A	BATLLC-667999457	12/2/2022	Active File	Processing Flow	20,339.00			1 1 of 36	1	35	322.37	
#N/A	BATLLC-668240792	12/2/2022	Active File	Processing Flow	20,360.00			1 1 of 36	1	35	322.6	
#N/A	BATLLC-669142778	12/6/2022	Active File	Processing Flow	14,258.00			1 1 of 25	1	24	324.51	
#N/A	BATLLC-665312789	11/23/2022	Active File	Processing Flow	27,727.00			1 1 of 48	1	47	327.44	
#N/A	BATLLC-669122753	12/5/2022	Active File	Processing Flow	14,416.00			1 1 of 36	1	35	330.81	
#N/A	BATLLC-662003489	11/16/2022	Active File	Processing Flow	19,440.00			1 1 of 30	1	29	355.58	
#N/A	BATLLC-665870918	11/28/2022	Active File	Processing Flow	49,829.00			1 1 of 48	1	47	397.43	
#N/A	BATLLC-657600656	12/7/2022	Active File	Processing Flow	38,989.00			1 1 of 36	1	35	399.63	
#N/A	BATLLC-666092378	11/28/2022	Active File	Processing Flow	37,182.05			1 1 of 48	1	47	406.23	
#N/A	BATLLC-659048573	11/14/2022	Active File	Processing Flow	6,525.00			2 2 of 16	2	14	502.7	
#N/A	BATLLC-663980456	11/21/2022	Active File	Processing Flow	9,479.61			2 2 of 24	2	22	508.74	
#N/A	BATLLC-658190828	11/9/2022	Active File	Processing Flow	5,953.00			2 2 of 15	2	13	510.26	
#N/A	BATLLC-659808359	11/14/2022	Active File	Processing Flow	12,006.00			2 2 of 30	2	28	512.92	
#N/A	BATLLC-655238801	11/2/2022	Active File	Processing Flow	7,260.00			2 2 of 18	2	16	515.42	
#N/A	BATLLC-661987718	11/16/2022	Active File	Processing Flow	15,101.00			2 2 of 36	2	34	528.34	
#N/A	BATLLC-653462582	10/27/2022	Active File	Processing Flow	8,431.00			2 2 of 20	2	18	530	
#N/A	BATLLC-665484950	11/23/2022	Active File	Processing Flow	26,408.00			1 1 of 24	1	23	536.51	
#N/A	BATLLC-659320229	11/11/2022	Active File	Processing Flow	21,251.00			2 2 of 36	2	34	546.94	
#N/A	BATLLC-658451036	11/9/2022	Active File	Processing Flow	16,390.00			2 2 of 36	2	34	556.98	
#N/A	BATLLC-657487061	11/7/2022	Active File	Processing Flow	23,322.00			2 2 of 48	2	46	581.46	
#N/A	BATLLC-661863782	11/16/2022	Active File	Processing Flow	48,557.00			2 2 of 48	2	46	597.4	
#N/A	BATLLC-663959816	11/22/2022	Active File	Processing Flow	24,368.00			2 2 of 48	2	46	598.9	
#N/A	BATLLC-663470330	11/18/2022	Active File	Processing Flow	19,112.00			2 2 of 36	2	34	617.48	
#N/A	BATLLC-655984379	11/3/2022	Active File	Processing Flow	14,637.00			2 2 of 24	2	22	680.66	
#N/A	BATLLC-655395329	11/2/2022	Active File	Processing Flow	9,745.06			2 2 of 24	2	22	693.68	
#N/A	BATLLC-658330658	11/10/2022	Active File	Processing Flow	22,284.00			2 2 of 37	2	34	712.96	
#N/A	BATLLC-664483760	11/22/2022	Active File	Processing Flow	24,404.00			2 2 of 36	2	34	735.08	
#N/A	BATLLC-655435514	11/2/2022	Active File	Processing Flow	6,259.00			3 3 of 17	3	13	758.58	
#N/A	BATLLC-655234847	11/2/2022	Active File	Processing Flow	22,612.00			2 2 of 30	2	28	795.74	
#N/A	BATLLC-664148894	11/22/2022	Active File	Processing Flow	27,978.00			2 2 of 36	2	34	814.5	
#N/A	BATLLC-659312933	11/16/2022	Active File	Processing Flow	30,757.00			2 2 of 36	2	34	876.24	
#N/A	BATLLC-656815583	11/7/2022	Active File	Processing Flow	31,570.00			2 2 of 36	2	34	894.32	

vlook	Customer ID	Enrolled Date	Client Status	Client Stage	Debt Enrolled	Pay Frequency	Payments Made	Payment Summary	# Drafts Cleared	# Drafts Remaining	Total Payments Cleared	Dropped Date
BATLLC-65357332	BATLLC-653573324	10/27/2022	Active File	Processing Flow	68,953.00		3	3 of 48	3	45	2,012.97	
BATLLC-65368637	BATLLC-653686376	10/28/2022	Active File	Processing Flow	13,027.00		5	5 of 52	5	47	742	
BATLLC-65373559	BATLLC-653735597	10/28/2022	NSF	Payment Workflow	9,184.00		1	1 of 23	1	20	256.1	
BATLLC-65375692	BATLLC-653756921	10/28/2022	Active File	Processing Flow	19,155.00		1	1 of 36	1	35	309.21	
BATLLC-65411738	BATLLC-654117389	10/31/2022	Retention Call Required by Resolution Specialist	Retention Workflow	46,059.00		0	0 of 36	0	35	0	
BATLLC-65415592	BATLLC-654155921	10/31/2022	Retention Call Required by Resolution Specialist	Retention Workflow	7,913.00		0	0 of 12	0	9	0	
BATLLC-65416999	BATLLC-654169997	11/22/2022	Active File	Processing Flow	10,075.00		3	3 of 24	3	21	792.9	
BATLLC-65418440	BATLLC-654184403	10/31/2022	Retention Call Required by Resolution Specialist	Retention Workflow	8,295.00		2	2 of 21	2	18	508.76	
BATLLC-65419022	BATLLC-654190226	10/31/2022	Active File	Processing Flow	27,814.00		3	3 of 42	3	37	1,173.56	
BATLLC-65420388	BATLLC-654203888	10/31/2022	Active File	Processing Flow	14,747.00		2	2 of 31	2	28	586.02	
BATLLC-65442480	BATLLC-654424808	11/1/2022	Retention Call Required by Resolution Specialist	Retention Workflow	31,254.00		0	0 of 24	0	22	0	
BATLLC-65450496	BATLLC-654504965	11/1/2022	Retention Call Required by Resolution Specialist	Retention Workflow	5,374.00		3	3 of 13	3	10	785.19	
BATLLC-65533992	BATLLC-655339928	11/3/2022	NSF	Payment Workflow	13,191.00		1	1 of 24	1	22	316.23	
BATLLC-65537592	BATLLC-655375925	11/3/2022	Active File	Processing Flow	12,948.00		2	2 of 34	2	32	497.42	
BATLLC-65537995	BATLLC-655379954	11/16/2022	Retention Call Required by Resolution Specialist	Retention Workflow	89,989.00		0	0 of 48	0	46	0	
BATLLC-65548922	BATLLC-655489220	11/4/2022	Active File	Processing Flow	29,841.00		2	2 of 48	2	46	627.94	
BATLLC-65549532	BATLLC-655495328	11/3/2022	Active File	Processing Flow	12,153.00		2	2 of 24	2	22	597.86	
BATLLC-65606897	BATLLC-656068976	11/3/2022	NSF	Payment Workflow	48,120.25		0	0 of 49	0	47	0	
BATLLC-65618669	BATLLC-656186693	11/3/2022	Active File	Processing Flow	24,802.00		2	2 of 48	2	46	542.52	
BATLLC-65623925	BATLLC-656239253	11/9/2022	Retention Call Required by Resolution Specialist	Retention Workflow	58,802.00		0	0 of 48	0	45	0	
BATLLC-65634057	BATLLC-656340575	11/4/2022	NSF	Payment Workflow	9,547.00		0	0 of 12	0	9	0	
BATLLC-65647343	BATLLC-656473436	11/7/2022	NSF	Payment Workflow	7,945.00		1	1 of 13	1	11	361.21	
BATLLC-65749242	BATLLC-657492428	11/7/2022	Active File	Processing Flow	41,519.00		2	2 of 48	2	46	884.74	
BATLLC-65760546	BATLLC-657605468	11/8/2022	NSF	Payment Workflow	33,827.00		0	0 of 50	0	47	0	
BATLLC-65768258	BATLLC-657682583	11/8/2022	Retention Call Required by Resolution Specialist	Retention Workflow	10,905.00		1	1 of 28	1	25	252.17	
BATLLC-65858736	BATLLC-658587365	11/10/2022	Retention NSF Review	Retention Workflow	18,866.00		0	0 of 36	0	35	0	
BATLLC-65907990	BATLLC-659079905	11/10/2022	Paused Per Legal - Payment Not Paused	Legal Workflow	12,540.00		2	2 of 32	2	30	506.26	
BATLLC-65912128	BATLLC-659121287	11/10/2022	Active File	Processing Flow	9,239.00		2	2 of 25	2	22	500.72	
BATLLC-65925983	BATLLC-659259830	11/11/2022	Active File	Processing Flow	28,044.00		0	0 of 48	0	48	0	
BATLLC-65930367	BATLLC-659303672	11/11/2022	Active File	Processing Flow	32,331.00		1	1 of 48	1	47	286.21	
BATLLC-65932266	BATLLC-659322665	1/19/2023	Educational Outreach	Processing Flow	10,649.24		0	0 of 14	0	14	0	
BATLLC-66045935	BATLLC-660459353	11/15/2022	Paused Per Legal - Payment Not Paused	Legal Workflow	29,273.90		2	2 of 49	2	46	685.33	
BATLLC-66063584	BATLLC-660635843	11/15/2022	Active File	Processing Flow	15,909.00		0	0 of 37	0	35	0	
BATLLC-66148773	BATLLC-661487738	11/15/2022	Active File	Processing Flow	15,463.00		2	2 of 36	2	34	450.48	
BATLLC-66154464	BATLLC-661544645	11/15/2022	Active File	Processing Flow	9,563.00		1	1 of 24	1	23	255.76	
BATLLC-66156397	BATLLC-661563977	11/15/2022	Active File	Processing Flow	6,419.00		1	1 of 18	1	0	256.86	
BATLLC-66156702	BATLLC-661567025	11/15/2022	Active File	Processing Flow	13,209.00		2	2 of 24	2	22	633.06	
BATLLC-66162288	BATLLC-661622885	11/16/2022	Retention Call Required by Resolution Specialist	Retention Workflow	5,952.00		0	0 of 15	0	13	0	
BATLLC-66162670	BATLLC-661626701	11/15/2022	Active File	Processing Flow	19,423.00		2	2 of 24	2	22	840.2	
BATLLC-66169757	BATLLC-661697573	11/16/2022	NSF	Payment Workflow	6,369.00		0	0 of 16	0	14	0	
BATLLC-66172246	BATLLC-661722464	11/16/2022	Active File	Processing Flow	7,052.00		1	1 of 19	1	17	253.09	
BATLLC-66183135	BATLLC-661831352	11/16/2022	Active File	Processing Flow	16,925.00		1	1 of 40	1	39	265.63	
BATLLC-66186888	BATLLC-661868885	11/16/2022	Active File	Processing Flow	16,973.00		2	2 of 36	2	34	569.94	
BATLLC-66205199	BATLLC-662051993	11/17/2022	Active File	Processing Flow	14,067.00		2	2 of 36	2	34	505.36	
BATLLC-66211699	BATLLC-662116997	11/17/2022	NSF	Payment Workflow	8,697.00		0	0 of 22	0	20	0	

BATLLC-66585602 BATLLC-665856023	11/28/2022 NSF	Payment Workflow	13,934.00	0 0 of 36	0	34	0
BATLLC-66589957 BATLLC-665899577	11/28/2022 Active File	Processing Flow	20,972.00	2 2 of 48	2	46	498.6
BATLLC-66596027 BATLLC-665960273	11/28/2022 Active File	Processing Flow	9,773.00	2 2 of 25	2	23	505.5
BATLLC-66672028 BATLLC-666720284	11/29/2022 Retention Call Required by Resolution Specialist	Retention Workflow	14,238.00	0 0 of 30	0	28	0
BATLLC-66743696 BATLLC-667436969	11/29/2022 NSF	Payment Workflow	18,319.00	0 0 of 47	0	46	0
BATLLC-66745366 BATLLC-667453667	11/29/2022 Active File	Processing Flow	22,216.00	2 2 of 30	2	28	794.89
BATLLC-66746484 BATLLC-667464848	11/30/2022 Active File	Processing Flow	42,580.00	2 2 of 42	2	40	1,003.80
BATLLC-66753258 BATLLC-667532585	11/30/2022 Active File	Processing Flow	12,269.00	2 2 of 62	2	60	254.68
BATLLC-66758996 BATLLC-667589963	11/30/2022 Active File	Processing Flow	16,863.98	2 2 of 25	2	23	716.4
BATLLC-66763492 BATLLC-667634921	11/30/2022 Active File	Processing Flow	23,902.00	3 3 of 96	3	93	443.34
BATLLC-66763846 BATLLC-667638467	11/30/2022 Active File	Processing Flow	36,028.00	2 2 of 30	2	28	1,153.50
BATLLC-66783825 BATLLC-667838258	12/1/2022 Active File	Processing Flow	16,146.00	2 2 of 36	2	34	551.56
BATLLC-66784236 BATLLC-667842368	12/1/2022 Educational Outreach Missed	Processing Flow	80,430.00	1 1 of 48	1	47	766.63
BATLLC-66785528 BATLLC-667855280	12/1/2022 Active File	Processing Flow	92,198.00	3 3 of 97	3	93	747.79
BATLLC-66801458 BATLLC-668014583	12/1/2022 Active File	Processing Flow	19,825.00	1 1 of 49	1	47	261.59
BATLLC-66802892 BATLLC-668028920	12/1/2022 NSF	Payment Workflow	19,735.00	1 1 of 36	1	34	315.66
BATLLC-66824070 BATLLC-668240702	12/2/2022 NSF	Payment Workflow	7,902.00	0 0 of 21	0	19	0
BATLLC-66831530 BATLLC-668315309	12/2/2022 NSF	Payment Workflow	27,659.00	0 0 of 36	0	34	0
BATLLC-66910832 BATLLC-669108329	12/5/2022 NSF	Payment Workflow	30,253.00	1 1 of 36	1	34	440.89
BATLLC-66919205 BATLLC-669192059	12/6/2022 NSF	Payment Workflow	10,530.00	0 0 of 36	0	35	0
BATLLC-66919682 BATLLC-669196829	12/7/2022 Active File	Processing Flow	33,504.00	1 1 of 51	1	48	400.58
BATLLC-66920258 BATLLC-669202583	12/5/2022 NSF	Payment Workflow	22,606.00	0 0 of 37	0	35	0
BATLLC-66954389 BATLLC-669543896	12/5/2022 Active File	Processing Flow	10,093.62	3 3 of 48	3	45	396.9
BATLLC-67030020 BATLLC-670300205	12/6/2022 Active File	Processing Flow	9,899.00	0 0 of 25	0	25	0
BATLLC-67050823 BATLLC-670508231	12/19/2022 Active File	Processing Flow	14,265.64	1 1 of 37	1	36	250.6
BATLLC-67085141 BATLLC-670851416	12/6/2022 NSF	Payment Workflow	10,943.00	0 0 of 29	0	27	0
BATLLC-67168304 BATLLC-671683046	12/6/2022 Affiliate Review	Retention Workflow	16,336.00	0 0 of 25	0	24	0
BATLLC-67190479 BATLLC-671904791	12/7/2022 Active File	Processing Flow	16,268.00	2 2 of 84	2	82	212.58
BATLLC-67208319 BATLLC-672083198	12/9/2022 Active File	Processing Flow	4,866.00	1 1 of 12	1	11	258.58
BATLLC-67240964 BATLLC-672409640	12/9/2022 Retention Call Required by Resolution Specialist	Retention Workflow	10,517.00	0 0 of 54	0	51	0
BATLLC-67244285 BATLLC-672442859	12/13/2022 Affiliate Review	Retention Workflow	9,245.78	0 0 of 25	0	24	0
BATLLC-67244658 BATLLC-672446588	12/12/2022 Retention Call Required by Resolution Specialist	Retention Workflow	15,176.00	0 0 of 25	0	23	0
BATLLC-67249798 BATLLC-672497987	12/12/2022 Active File	Processing Flow	35,401.00	1 1 of 48	1	47	391.39
BATLLC-67252192 BATLLC-672521927	12/12/2022 Active File	Processing Flow	17,929.00	1 1 of 35	1	34	250.06
BATLLC-67260221 BATLLC-672602219	12/13/2022 Educational Outreach	Processing Flow	25,002.00	0 0 of 48	0	48	0
BATLLC-67282688 BATLLC-672826880	12/13/2022 Active File	Processing Flow	32,085.00	1 1 of 36	1	35	452.88
BATLLC-67288859 BATLLC-672888596	12/13/2022 NSF	Payment Workflow	16,733.00	0 0 of 43	0	42	0
BATLLC-67379021 BATLLC-673790213	12/14/2022 Active File	Processing Flow	11,641.00	0 0 of 28	0	28	0
BATLLC-67381450 BATLLC-673814504	12/15/2022 NSF	Payment Workflow	173,255.00	0 0 of 48	0	47	0
BATLLC-67386489 BATLLC-673864895	12/14/2022 Active File	Processing Flow	5,909.00	0 0 of 15	0	14	0
BATLLC-67398319 BATLLC-673983191	12/19/2022 Active File	Processing Flow	15,170.00	1 1 of 39	1	37	256.06
BATLLC-67408871 BATLLC-674088719	12/17/2022 Paused Per Legal - Payment Not Paused	Legal Workflow	26,554.00	1 1 of 48	1	47	262.34
BATLLC-67422809 BATLLC-674228096	12/14/2022 Payment Change Required	Payment Workflow	26,259.00	0 0 of 48	0	47	0
BATLLC-67473750 BATLLC-674737502	12/17/2022 Active File	Processing Flow	14,463.00	1 1 of 37	1	36	252.74
BATLLC-67473805 BATLLC-674738054	12/13/2022 Active File	Processing Flow	11,924.00	1 1 of 30	1	29	255.37
BATLLC-67474013 BATLLC-674740133	12/16/2022 Active File	Processing Flow	9,067.00	1 1 of 23	1	22	254.67

BATLLC-67613061 BATLLC-676130618	12/20/2022	Active File	Processing Flow	9,549.00	0 0 of 24	0	23	0
BATLLC-67619848 BATLLC-676198484	12/22/2022	Active File	Processing Flow	12,521.00	2 2 of 64	2	62	252.9
BATLLC-67625003 BATLLC-676250033	12/17/2022	Active File	Processing Flow	8,381.00	1 1 of 21	1	20	256.02
BATLLC-67626372 BATLLC-676263728	12/21/2022	NSF	Payment Workflow	4,307.00	0 0 of 11	0	10	0
BATLLC-67626608 BATLLC-676266089	12/21/2022	NSF	Payment Workflow	10,643.00	0 0 of 27	0	26	0
BATLLC-67627416 BATLLC-676274168	12/20/2022	NSF	Payment Workflow	10,136.00	0 0 of 25	0	24	0
BATLLC-67627482 BATLLC-676274825	12/16/2022	Active File	Processing Flow	4,447.00	1 1 of 22	1	21	129.04
BATLLC-67627799 BATLLC-676277993	12/21/2022	Active File	Processing Flow	7,518.00	1 1 of 14	1	13	311.18
BATLLC-67628478 BATLLC-676284788	12/21/2022	Active File	Processing Flow	6,244.00	0 0 of 16	0	16	0
BATLLC-67629372 BATLLC-676293725	12/20/2022	NSF	Payment Workflow	6,356.00	0 0 of 16	0	15	0
BATLLC-67632476 BATLLC-676324766	12/21/2022	NSF	Payment Workflow	17,112.00	0 0 of 44	0	43	0
BATLLC-67632885 BATLLC-676328855	12/21/2022	NSF	Payment Workflow	5,661.00	0 0 of 14	0	13	0
BATLLC-67633305 BATLLC-676333052	12/21/2022	NSF	Payment Workflow	14,688.00	0 0 of 36	0	0	0
BATLLC-67633379 BATLLC-676333793	12/21/2022	NSF	Payment Workflow	24,823.00	0 0 of 48	0	47	0
BATLLC-67633470 BATLLC-676334708	12/20/2022	NSF	Payment Workflow	8,582.00	0 0 of 22	0	0	0
BATLLC-67689701 BATLLC-676897016	12/21/2022	Active File	Processing Flow	43,726.00	0 0 of 48	0	48	0
BATLLC-67690891 BATLLC-676908917	12/22/2022	Active File	Processing Flow	8,524.00	0 0 of 22	0	22	0
BATLLC-67690989 BATLLC-676909895	12/22/2022	Active File	Processing Flow	9,009.00	0 0 of 22	0	0	0
BATLLC-67691288 BATLLC-676912883	12/23/2022	Active File	Processing Flow	40,662.00	0 0 of 50	0	49	0
BATLLC-67693516 BATLLC-676935167	12/21/2022	Active File	Processing Flow	16,988.00	0 0 of 44	0	44	0
BATLLC-67694589 BATLLC-676945898	12/21/2022	Active File	Processing Flow	5,905.02	1 1 of 12	1	11	334.21
BATLLC-67705536 BATLLC-677055365	12/23/2022	Active File	Processing Flow	26,968.00	1 1 of 36	1	35	321.11
BATLLC-67737515 BATLLC-677375156	12/22/2022	Active File	Processing Flow	6,033.00	1 1 of 15	1	14	257.26
BATLLC-67757748 BATLLC-677577485	12/23/2022	Active File	Processing Flow	26,778.00	1 1 of 48	1	47	319.53
BATLLC-67761331 BATLLC-677613317	12/22/2022	Active File	Processing Flow	16,183.53	1 1 of 40	1	39	258.22
BATLLC-67781491 BATLLC-677814914	12/23/2022	Active File	Processing Flow	40,921.00	1 1 of 40	1	39	403.29
BATLLC-67794039 BATLLC-677940398	12/23/2022	NSF	Payment Workflow	6,353.00	0 0 of 16	0	0	0
BATLLC-67794851 BATLLC-677948513	12/27/2022	Active File	Processing Flow	7,962.00	0 0 of 30	0	30	0
BATLLC-67795762 BATLLC-677957621	12/23/2022	NSF	Payment Workflow	32,788.00	0 0 of 48	0	47	0
BATLLC-67797060 BATLLC-677970608	12/23/2022	NSF	Payment Workflow	51,000.00	0 0 of 48	0	47	0
BATLLC-67801156 BATLLC-678011561	12/28/2022	NSF	Payment Workflow	11,294.00	0 0 of 6	0	5	0
BATLLC-67804037 BATLLC-678040373	12/27/2022	Active File	Processing Flow	9,673.00	0 0 of 37	0	37	0
BATLLC-67807414 BATLLC-678074141	12/27/2022	Educational Outreach Missed	Processing Flow	7,804.00	0 0 of 20	0	20	0
BATLLC-67809677 BATLLC-678096770	12/28/2022	Educational Outreach Missed	Processing Flow	23,974.00	0 0 of 48	0	48	0
BATLLC-67809745 BATLLC-678097451	12/23/2022	Active File	Processing Flow	18,386.00	1 1 of 42	1	41	271.48
BATLLC-67810476 BATLLC-678104762	12/27/2022	Active File	Processing Flow	16,547.00	1 1 of 24	1	23	372.16
BATLLC-67817400 BATLLC-678174005	12/29/2022	Active File	Processing Flow	22,812.00	0 0 of 49	0	48	0
BATLLC-67821053 BATLLC-678210539	12/28/2022	Active File	Processing Flow	20,829.00	1 1 of 48	1	47	200.53
BATLLC-67822990 BATLLC-678229901	12/28/2022	Active File	Processing Flow	4,673.00	1 1 of 14	0	0	229.89
BATLLC-67829682 BATLLC-678296828	12/28/2022	Active File	Processing Flow	24,006.00	0 0 of 48	0	48	0
BATLLC-67829729 BATLLC-678297296	1/3/2023	Active File	Processing Flow	5,074.00	0 0 of 12	0	12	0
BATLLC-67830449 BATLLC-678304493	12/27/2022	Active File	Processing Flow	18,935.00	1 1 of 36	0	0	254.17
BATLLC-67830653 BATLLC-678306536	12/28/2022	NSF	Payment Workflow	10,731.00	0 0 of 41	0	40	0
BATLLC-67843457 BATLLC-678434570	12/28/2022	Active File	Processing Flow	9,050.00	0 0 of 23	0	23	0
BATLLC-67844068 BATLLC-678440684	12/27/2022	Active File	Processing Flow	12,084.00	1 1 of 33	1	31	247.43
BATLLC-67845883 BATLLC-678458831	1/20/2023	Active File	Processing Flow	6,023.00	0 0 of 16	0	16	0

BATLLC-68141552 BATLLC-681415529	12/30/2022 Active File	Processing Flow	11,953.00	1 1 of 30	1	29	255.75
BATLLC-68149350 BATLLC-681493508	12/29/2022 Active File	Processing Flow	5,758.00	1 1 of 18	0	0	249.93
BATLLC-68153082 BATLLC-681530825	12/29/2022 Educational Outreach Missed	Processing Flow	18,130.00	1 1 of 36	1	35	252.5
BATLLC-68154836 BATLLC-681548360	12/29/2022 Active File	Processing Flow	8,814.14	0 0 of 23	0	23	0
BATLLC-68155463 BATLLC-681554630	12/29/2022 Educational Outreach	Processing Flow	14,105.00	1 1 of 36	1	35	253.1
BATLLC-68162568 BATLLC-681625682	12/30/2022 Paused Per Legal - Payment Not Paused	Legal Workflow	7,798.00	0 0 of 20	0	20	0
BATLLC-68163064 BATLLC-681630644	12/29/2022 Active File	Processing Flow	6,271.00	1 1 of 16	1	15	201.05
BATLLC-68163966 BATLLC-681639662	12/29/2022 Active File	Processing Flow	22,585.00	1 1 of 48	1	47	284.59
BATLLC-68164005 BATLLC-681640052	12/29/2022 Active File	Processing Flow	15,725.00	1 1 of 36	1	35	271.1
BATLLC-68165519 BATLLC-681655193	12/29/2022 Active File	Processing Flow	12,293.00	1 1 of 32	1	31	250.04
BATLLC-68172588 BATLLC-681725885	12/30/2022 Affiliate Review	Retention Workflow	26,157.00	1 1 of 48	1	47	314.36
BATLLC-68173742 BATLLC-681737426	1/12/2023 Educational Outreach	Processing Flow	11,685.06	1 1 of 30	1	29	252.18
BATLLC-68181911 BATLLC-681819110	12/30/2022 Educational Outreach	Processing Flow	72,988.00	1 1 of 48	1	47	656.42
BATLLC-68182285 BATLLC-681822851	12/30/2022 Educational Outreach	Processing Flow	18,633.00	0 0 of 36	0	36	0
BATLLC-68190580 BATLLC-681905804	12/30/2022 Educational Outreach Missed	Processing Flow	6,106.00	0 0 of 16	0	0	0
BATLLC-68190921 BATLLC-681909215	1/5/2023 Active File	Processing Flow	14,077.36	1 1 of 67	1	66	132.23
BATLLC-68197451 BATLLC-681974513	12/30/2022 Active File	Processing Flow	16,867.11	1 1 of 36	1	35	283.79
BATLLC-68207249 BATLLC-682072493	1/4/2023 Educational Outreach Missed	Processing Flow	29,804.00	0 0 of 48	0	48	0
BATLLC-68209060 BATLLC-682090601	12/30/2022 Active File	Processing Flow	33,577.00	0 0 of 48	0	48	0
BATLLC-68406345 BATLLC-684063455	1/5/2023 Update Banking Info	Payment Workflow	15,303.00	1 1 of 36	1	35	266.41
BATLLC-68409138 BATLLC-684091382	1/5/2023 Active File	Processing Flow	5,096.00	1 1 of 13	1	12	253.18
BATLLC-68413203 BATLLC-684132038	1/3/2023 Active File	Processing Flow	20,837.00	0 0 of 33	0	32	0
BATLLC-68429771 BATLLC-684297710	1/3/2023 Educational Outreach Missed	Processing Flow	8,671.00	1 1 of 22	1	21	254.03
BATLLC-68456750 BATLLC-684567500	1/3/2023 Active File	Processing Flow	12,454.00	0 0 of 32	0	32	0
BATLLC-68466812 BATLLC-684668120	1/4/2023 NSF	Payment Workflow	12,138.26	0 0 of 31	0	30	0
BATLLC-68468557 BATLLC-684685574	1/4/2023 Educational Outreach Missed	Processing Flow	14,923.00	0 0 of 32	0	32	0
BATLLC-68535125 BATLLC-685351253	1/5/2023 Active File	Processing Flow	14,194.00	1 1 of 35	1	34	258.6
BATLLC-68602434 BATLLC-686024348	1/4/2023 NSF	Payment Workflow	28,484.00	0 0 of 45	0	44	0
BATLLC-68620247 BATLLC-686202473	1/4/2023 Active File	Processing Flow	6,841.00	0 0 of 17	0	0	0
BATLLC-68643642 BATLLC-686436428	1/4/2023 Educational Outreach	Processing Flow	8,873.00	1 1 of 23	1	22	202.5
BATLLC-68645801 BATLLC-686458016	1/4/2023 Active File	Processing Flow	9,028.00	0 0 of 23	0	23	0
BATLLC-68650151 BATLLC-686501516	1/5/2023 Active File	Processing Flow	23,007.00	1 1 of 48	1	47	288.11
BATLLC-68665731 BATLLC-686657315	1/5/2023 NSF	Payment Workflow	7,352.00	0 0 of 19	0	0	0
BATLLC-68666240 BATLLC-686662409	1/6/2023 Active File	Processing Flow	8,469.00	0 0 of 22	0	22	0
BATLLC-68666643 BATLLC-686666435	1/6/2023 Active File	Processing Flow	6,565.00	0 0 of 25	0	0	0
BATLLC-68667106 BATLLC-686671061	1/6/2023 Educational Outreach	Processing Flow	6,760.00	0 0 of 25	0	0	0
BATLLC-68668422 BATLLC-686684228	1/5/2023 Active File	Processing Flow	17,935.00	0 0 of 36	0	36	0
BATLLC-68673061 BATLLC-686730611	1/6/2023 Active File	Processing Flow	10,864.00	0 0 of 18	0	18	0
BATLLC-68677347 BATLLC-686773478	1/5/2023 Active File	Processing Flow	26,011.00	1 1 of 48	1	47	313.14
BATLLC-68677900 BATLLC-686779007	1/5/2023 Educational Outreach Missed	Processing Flow	6,558.00	0 0 of 25	0	25	0
BATLLC-68680768 BATLLC-686807684	1/5/2023 Active File	Processing Flow	20,133.00	0 0 of 48	0	48	0
BATLLC-68683960 BATLLC-686839607	1/6/2023 Active File	Processing Flow	6,253.00	0 0 of 23	0	0	0
BATLLC-68699677 BATLLC-686996774	1/6/2023 Active File	Processing Flow	8,968.00	0 0 of 20	0	20	0
BATLLC-68700314 BATLLC-687003143	1/6/2023 Active File	Processing Flow	23,251.00	0 0 of 48	0	48	0
BATLLC-68700641 BATLLC-687006413	1/6/2023 Active File	Processing Flow	7,284.00	1 1 of 18	1	17	210.06
BATLLC-68704203 BATLLC-687042038	1/9/2023 Active File	Processing Flow	6,475.00	0 0 of 24	0	24	0

BATLLC-69003206 BATLLC-690032063	1/11/2023 Educational Outreach Missed	Processing Flow	21,853.00	0 0 of 48	0	0	0
BATLLC-69006474 BATLLC-690064742	1/10/2023 Educational Outreach Missed	Processing Flow	6,210.00	0 0 of 17	0	0	0
BATLLC-69007284 BATLLC-690072842	1/12/2023 Educational Outreach	Processing Flow	11,327.00	0 0 of 60	0	60	0
BATLLC-69007845 BATLLC-690078452	1/10/2023 Educational Outreach Missed	Processing Flow	8,297.00	0 0 of 32	0	0	0
BATLLC-69067373 BATLLC-690673736	1/11/2023 NSF	Payment Workflow	19,881.00	0 0 of 39	0	38	0
BATLLC-69067794 BATLLC-690677945	1/11/2023 Affiliate Review	Retention Workflow	15,884.00	0 0 of 41	0	41	0
BATLLC-69073965 BATLLC-690739655	1/13/2023 Educational Outreach	Processing Flow	15,353.00	1 1 of 30	1	29	252.9
BATLLC-69078398 BATLLC-690783983	1/11/2023 Active File	Processing Flow	16,552.00	0 0 of 42	0	0	0
BATLLC-69081272 BATLLC-690812723	1/11/2023 Educational Outreach Missed	Processing Flow	7,128.00	0 0 of 18	0	0	0
BATLLC-69085881 BATLLC-690858815	1/12/2023 Active File	Processing Flow	52,334.00	0 0 of 48	0	48	0
BATLLC-69092649 BATLLC-690926492	1/11/2023 Educational Outreach	Processing Flow	6,085.00	0 0 of 23	0	0	0
BATLLC-69098963 BATLLC-690989630	1/14/2023 Active File	Processing Flow	9,613.00	0 0 of 36	0	0	0
BATLLC-69107379 BATLLC-691073795	1/11/2023 Active File	Processing Flow	7,140.00	0 0 of 18	0	0	0
BATLLC-69145775 BATLLC-691457750	1/13/2023 Active File	Processing Flow	88,604.00	0 0 of 36	0	36	0
BATLLC-69148213 BATLLC-691482137	1/12/2023 Active File	Processing Flow	20,639.00	0 0 of 41	0	0	0
BATLLC-69156417 BATLLC-691564172	1/12/2023 Educational Outreach	Processing Flow	9,032.00	0 0 of 21	0	21	0
BATLLC-69157379 BATLLC-691573793	1/12/2023 Educational Outreach Missed	Processing Flow	6,109.00	0 0 of 16	0	0	0
BATLLC-69157885 BATLLC-691578854	1/12/2023 Educational Outreach	Processing Flow	16,047.00	0 0 of 41	0	0	0
BATLLC-69157945 BATLLC-691579451	1/12/2023 Active File	Processing Flow	21,849.00	0 0 of 48	0	48	0
BATLLC-69158882 BATLLC-691588829	1/12/2023 Educational Outreach	Processing Flow	6,153.00	0 0 of 23	0	23	0
BATLLC-69164271 BATLLC-691642712	1/12/2023 Active File	Processing Flow	37,856.00	0 0 of 24	0	0	0
BATLLC-69165305 BATLLC-691653059	1/12/2023 Active File	Processing Flow	7,102.00	0 0 of 27	0	0	0
BATLLC-69165774 BATLLC-691657745	1/12/2023 Educational Outreach	Processing Flow	10,656.00	0 0 of 36	0	36	0
BATLLC-69165947 BATLLC-691659479	1/12/2023 Educational Outreach	Processing Flow	7,037.00	0 0 of 25	0	25	0
BATLLC-69173286 BATLLC-691732862	1/13/2023 Active File	Processing Flow	14,638.00	0 0 of 29	0	29	0
BATLLC-69276112 BATLLC-692761124	1/13/2023 Active File	Processing Flow	16,316.00	1 1 of 84	1	83	125.89
BATLLC-69316229 BATLLC-693162293	1/18/2023 Educational Outreach	Processing Flow	19,425.00	0 0 of 24	0	24	0
BATLLC-69316748 BATLLC-693167489	1/17/2023 Educational Outreach	Processing Flow	23,592.00	0 0 of 48	0	48	0
BATLLC-69319063 BATLLC-693190631	1/19/2023 Educational Outreach	Processing Flow	10,224.00	0 0 of 26	0	0	0
BATLLC-69327068 BATLLC-693270683	1/17/2023 Educational Outreach	Processing Flow	17,955.00	0 0 of 24	0	0	0
BATLLC-69328545 BATLLC-693285455	1/17/2023 Educational Outreach	Processing Flow	40,000.00	0 0 of 48	0	48	0
BATLLC-69330832 BATLLC-693308321	1/20/2023 Active File	Processing Flow	10,483.00	0 0 of 32	0	32	0
BATLLC-69331792 BATLLC-693317927	1/20/2023 Educational Outreach Missed	Processing Flow	7,967.00	0 0 of 19	0	0	0
BATLLC-69334569 BATLLC-693345695	1/17/2023 Active File	Processing Flow	33,691.00	0 0 of 48	0	48	0
BATLLC-69335761 BATLLC-693357614	1/17/2023 Active File	Processing Flow	16,057.00	0 0 of 44	0	44	0
BATLLC-69338954 BATLLC-693389540	1/17/2023 Educational Outreach	Processing Flow	14,084.00	0 0 of 36	0	36	0
BATLLC-69339226 BATLLC-693392267	1/20/2023 Educational Outreach Missed	Processing Flow	23,118.00	0 0 of 38	0	38	0
BATLLC-69339322 BATLLC-693393224	1/17/2023 Educational Outreach	Processing Flow	14,043.00	0 0 of 36	0	36	0
BATLLC-69339418 BATLLC-693394187	1/17/2023 Educational Outreach	Processing Flow	14,215.00	0 0 of 37	0	0	0
BATLLC-69340918 BATLLC-693409181	1/19/2023 Educational Outreach	Processing Flow	9,385.00	0 0 of 36	0	0	0
BATLLC-69347603 BATLLC-693476036	1/18/2023 Educational Outreach	Processing Flow	6,526.00	0 0 of 18	0	18	0
BATLLC-69348416 BATLLC-693484166	1/17/2023 Educational Outreach	Processing Flow	15,491.00	0 0 of 40	0	40	0
BATLLC-69350967 BATLLC-693509672	1/17/2023 Educational Outreach Missed	Processing Flow	16,095.00	0 0 of 48	0	48	0
BATLLC-69354470 BATLLC-693544703	1/17/2023 Educational Outreach	Processing Flow	8,301.00	0 0 of 31	0	0	0
BATLLC-69355358 BATLLC-693553580	1/18/2023 Active File	Processing Flow	6,922.15	0 0 of 20	0	20	0
BATLLC-69355416 BATLLC-693554165	1/18/2023 Educational Outreach	Processing Flow	33,622.00	0 0 of 48	0	48	0

BATLLC-69460277	BATLLC-69460277	1/20/2023	Educational Outreach	Processing Flow	10,197.00	0 0 of 25	0	25	0	
BATLLC-69466817	BATLLC-69466817	1/20/2023	Educational Outreach	Processing Flow	20,190.00	0 0 of 36	0	36	0	
BATLLC-69472625	BATLLC-69472625	1/20/2023	Educational Outreach	Processing Flow	28,164.04	0 0 of 48	0	48	0	
BATLLC-69479898	BATLLC-69479898	1/20/2023	Educational Outreach	Processing Flow	50,579.00	0 0 of 48	0	48	0	
BATLLC-69494555	BATLLC-69494555	1/21/2023	Educational Outreach	Processing Flow	12,724.09	0 0 of 33	0	33	0	
BATLLC-69528822	BATLLC-69528822	1/23/2023	Educational Outreach	Processing Flow	19,961.00	0 0 of 36	0	36	0	
#N/A	BATLLC-653462582	10/27/2022	Active File	Processing Flow	8,431.00	2 2 of 20	2	18	530	
#N/A	BATLLC-654194852	10/31/2022	Cancellation Completed	Retention Workflow	12,781.00	1 1 of 1	1	0	251.3	12/6/2022
#N/A	BATLLC-654409073	11/1/2022	Active File	Processing Flow	37,396.00	2 2 of 36	2	34	1,023.78	
#N/A	BATLLC-655215113	11/2/2022	Cancellation Completed	Retention Workflow	9,207.00	2 2 of 2	2	0	513	12/30/2022
#N/A	BATLLC-655234847	11/2/2022	Active File	Processing Flow	22,612.00	2 2 of 30	2	28	795.74	
#N/A	BATLLC-655238801	11/2/2022	Active File	Processing Flow	7,260.00	2 2 of 18	2	16	515.42	
#N/A	BATLLC-655395329	11/2/2022	Active File	Processing Flow	9,745.06	2 2 of 24	2	22	693.68	
#N/A	BATLLC-655435514	11/2/2022	Active File	Processing Flow	6,259.00	3 3 of 17	3	13	758.58	
#N/A	BATLLC-655984379	11/3/2022	Active File	Processing Flow	14,637.00	2 2 of 24	2	22	680.66	
#N/A	BATLLC-656213078	11/3/2022	Affiliate Review	Retention Workflow	17,961.00	0 0 of 36	0	34	0	
#N/A	BATLLC-656374445	11/4/2022	Cancellation Completed	Retention Workflow	31,477.00	1 1 of 1	1	0	446.12	12/9/2022
#N/A	BATLLC-656463788	11/4/2022	Cancellation Completed	Retention Workflow	8,283.00	0 0 of 2	0	0	0	12/15/2022
#N/A	BATLLC-656473316	11/4/2022	Active File	Processing Flow	45,543.00	3 3 of 48	3	45	1,427.73	
#N/A	BATLLC-656497598	11/5/2022	Cancellation Completed	Retention Workflow	10,336.00	0 0 of 1	0	0	0	12/27/2022
#N/A	BATLLC-656704115	11/7/2022	Cancellation Completed	Retention Workflow	12,637.00	0 0 of 0	0	0	0	11/14/2022
#N/A	BATLLC-656815583	11/7/2022	Active File	Processing Flow	31,570.00	2 2 of 36	2	34	894.32	
#N/A	BATLLC-657302549	11/7/2022	Cancellation Completed	Retention Workflow	23,873.00	1 1 of 4	1	0	386.64	1/13/2023
#N/A	BATLLC-657487061	11/7/2022	Active File	Processing Flow	23,322.00	2 2 of 48	2	46	581.46	
#N/A	BATLLC-657592790	11/8/2022	Cancellation Completed	Retention Workflow	13,374.00	0 0 of 1	0	0	0	1/12/2023
#N/A	BATLLC-657728408	11/8/2022	Cancellation Completed	Retention Workflow	9,652.00	0 0 of 2	0	0	0	1/4/2023
#N/A	BATLLC-658190828	11/9/2022	Active File	Processing Flow	5,953.00	2 2 of 15	2	13	510.26	
#N/A	BATLLC-658235333	11/9/2022	Cancellation Completed	Retention Workflow	20,075.00	1 1 of 1	1	0	319.44	11/21/2022
#N/A	BATLLC-658249082	11/9/2022	Cancellation Completed	Retention Workflow	16,284.00	0 0 of 2	0	0	0	1/5/2023
#N/A	BATLLC-658278254	11/9/2022	Cancellation Completed	Retention Workflow	14,554.00	1 1 of 2	1	0	338.95	12/23/2022
#N/A	BATLLC-658321145	11/9/2022	Cancellation Completed	Retention Workflow	8,476.00	1 1 of 1	1	0	221.95	12/7/2022
#N/A	BATLLC-658388513	11/9/2022	Cancellation Completed	Retention Workflow	25,477.00	0 0 of 1	0	0	0	12/27/2022
#N/A	BATLLC-658392908	11/9/2022	Cancellation Completed	Retention Workflow	8,919.00	0 0 of 0	0	0	0	11/16/2022
#N/A	BATLLC-658451036	11/9/2022	Active File	Processing Flow	16,390.00	2 2 of 36	2	34	556.98	
#N/A	BATLLC-658471043	11/9/2022	Affiliate Review	Retention Workflow	14,616.00	0 0 of 37	0	34	0	
#N/A	BATLLC-658330658	11/10/2022	Active File	Processing Flow	22,284.00	2 2 of 37	2	34	712.96	
#N/A	BATLLC-659139170	11/10/2022	Cancellation Completed	Retention Workflow	47,371.00	1 1 of 1	1	0	417.54	12/12/2022
#N/A	BATLLC-659200295	11/11/2022	Active File	Processing Flow	63,373.00	2 2 of 48	2	46	1,248.98	
#N/A	BATLLC-659320229	11/11/2022	Active File	Processing Flow	21,251.00	2 2 of 36	2	34	546.94	
#N/A	BATLLC-659048573	11/14/2022	Active File	Processing Flow	6,525.00	2 2 of 16	2	14	502.7	
#N/A	BATLLC-659808359	11/14/2022	Active File	Processing Flow	12,006.00	2 2 of 30	2	28	512.92	
#N/A	BATLLC-659985809	11/14/2022	Active File	Processing Flow	45,824.00	2 2 of 48	2	46	956.5	
#N/A	BATLLC-660271652	11/15/2022	Cancellation Completed	Retention Workflow	64,432.00	0 0 of 0	0	0	0	11/30/2022
#N/A	BATLLC-660390923	11/15/2022	Retention Call Required by Resolution Specialist	Retention Workflow	70,131.00	0 0 of 48	0	46	0	
#N/A	BATLLC-661473623	11/15/2022	Active File	Processing Flow	108,328.00	2 2 of 48	2	46	1,546.86	
#N/A	BATLLC-661544951	11/15/2022	Active File	Processing Flow	54,005.00	2 2 of 36	2	34	1,392.88	

#N/A	BATLLC-665367737	11/23/2022	Cancellation Completed	Retention Workflow	5,688.00	0 0 of 2	0	0	0	1/4/2023
#N/A	BATLLC-665484950	11/23/2022	Active File	Processing Flow	26,408.00	1 1 of 24	1	23	536.51	
#N/A	BATLLC-665864561	11/28/2022	Cancellation Completed	Retention Workflow	45,456.00	2 2 of 2	2	0	2,213.02	1/10/2023
#N/A	BATLLC-665870918	11/28/2022	Active File	Processing Flow	49,829.00	1 1 of 48	1	47	397.43	
#N/A	BATLLC-666092378	11/28/2022	Active File	Processing Flow	37,182.05	1 1 of 48	1	47	406.23	
#N/A	BATLLC-666990305	11/29/2022	Cancellation Completed	Retention Workflow	26,899.00	0 0 of 0	0	0	0	12/20/2022
#N/A	BATLLC-667406141	11/29/2022	Affiliate Review	Retention Workflow	41,183.00	2 2 of 48	2	46	879.14	
#N/A	BATLLC-667432118	11/29/2022	Cancellation Completed	Retention Workflow	16,853.64	1 1 of 1	1	0	256.89	12/16/2022
#N/A	BATLLC-667516706	11/30/2022	Cancellation Completed	Retention Workflow	30,803.00	0 0 of 3	0	0	0	1/20/2023
#N/A	BATLLC-667532891	11/30/2022	Active File	Processing Flow	6,121.00	1 1 of 23	1	22	300.41	
#N/A	BATLLC-667551218	11/30/2022	Active File	Processing Flow	13,617.00	1 1 of 30	1	29	277.94	
#N/A	BATLLC-667858103	12/1/2022	Cancellation Completed	Retention Workflow	16,268.00	0 0 of 0	0	0	0	12/7/2022
#N/A	BATLLC-668018993	12/1/2022	Cancellation Completed	Retention Workflow	11,528.00	0 0 of 1	0	0	0	1/9/2023
#N/A	BATLLC-668023241	12/1/2022	NSF	Payment Workflow	10,049.00	0 0 of 2	0	0	0	1/13/2023
#N/A	BATLLC-667999457	12/2/2022	Active File	Processing Flow	20,339.00	1 1 of 36	1	35	322.37	
#N/A	BATLLC-668121005	12/2/2022	Active File	Processing Flow	11,847.00	1 1 of 30	1	29	254.34	
#N/A	BATLLC-668240792	12/2/2022	Active File	Processing Flow	20,360.00	1 1 of 36	1	35	322.6	
#N/A	BATLLC-668561204	12/5/2022	Affiliate Review	Retention Workflow	23,604.00	0 0 of 36	0	35	0	
#N/A	BATLLC-669106769	12/5/2022	Active File	Processing Flow	14,540.00	1 1 of 36	1	35	257.94	
#N/A	BATLLC-669122753	12/5/2022	Active File	Processing Flow	14,416.00	1 1 of 36	1	35	330.81	
#N/A	BATLLC-669150887	12/5/2022	Active File	Processing Flow	12,868.00	1 1 of 32	1	31	257.23	
#N/A	BATLLC-669142778	12/6/2022	Active File	Processing Flow	14,258.00	1 1 of 25	1	24	324.51	
#N/A	BATLLC-670522550	12/6/2022	Affiliate Review	Retention Workflow	10,499.00	0 0 of 27	0	26	0	
#N/A	BATLLC-671787701	12/6/2022	Active File	Processing Flow	18,282.00	1 1 of 48	1	47	161.13	
#N/A	BATLLC-671932052	12/6/2022	Cancellation Completed	Retention Workflow	16,810.00	1 1 of 2	1	0	365.34	1/18/2023
#N/A	BATLLC-655208108	12/7/2022	NSF	Payment Workflow	57,153.00	1 1 of 48	1	45	489.31	
#N/A	BATLLC-657600656	12/7/2022	Active File	Processing Flow	38,989.00	1 1 of 36	1	35	399.63	
#N/A	BATLLC-672060818	12/7/2022	Cancellation Completed	Retention Workflow	11,114.00	0 0 of 1	0	0	0	12/21/2022
#N/A	BATLLC-672212981	12/7/2022	Cancellation Completed	Retention Workflow	44,223.00	0 0 of 0	0	0	0	1/10/2023
#N/A	BATLLC-672528761	12/12/2022	Cancellation Completed	Retention Workflow	16,024.00	1 1 of 1	1	0	260.73	1/17/2023
#N/A	BATLLC-672553235	12/12/2022	Cancellation Completed	Retention Workflow	15,046.00	0 0 of 0	0	0	0	12/19/2022
#N/A	BATLLC-672587255	12/12/2022	Cancellation Completed	Retention Workflow	48,909.00	1 1 of 1	1	0	639.81	1/5/2023
#N/A	BATLLC-674272856	12/12/2022	Cancellation Completed	Retention Workflow	9,605.00	0 0 of 1	0	0	0	1/9/2023
#N/A	BATLLC-672867383	12/13/2022	Cancellation Completed	Retention Workflow	56,897.00	0 0 of 0	0	0	0	12/29/2022
#N/A	BATLLC-673735820	12/14/2022	Cancellation Completed	Retention Workflow	7,055.00	0 0 of 1	0	0	0	1/10/2023
#N/A	BATLLC-674360033	12/15/2022	Active File	Processing Flow	5,312.87	0 0 of 28	0	27	0	
#N/A	BATLLC-674921522	12/17/2022	Cancellation Completed	Retention Workflow	26,495.00	0 0 of 0	0	0	0	12/23/2022
#N/A	BATLLC-676310066	12/17/2022	Cancellation Completed	Retention Workflow	17,640.00	0 0 of 0	0	0	0	12/22/2022
#N/A	BATLLC-675849998	12/19/2022	Cancellation Completed	Retention Workflow	8,858.00	0 0 of 1	0	0	0	1/23/2023
#N/A	BATLLC-676182680	12/20/2022	Cancellation Completed	Retention Workflow	15,463.00	0 0 of 0	0	0	0	12/30/2022
#N/A	BATLLC-676961627	12/20/2022	Cancellation Completed	Retention Workflow	5,077.00	0 0 of 1	0	0	0	1/6/2023
#N/A	BATLLC-675909710	12/21/2022	Cancellation Completed	Retention Workflow	11,640.00	0 0 of 1	0	0	0	1/6/2023
#N/A	BATLLC-676273325	12/21/2022	Cancellation Completed	Retention Workflow	12,067.00	0 0 of 1	0	0	0	1/19/2023
#N/A	BATLLC-676924574	12/22/2022	Paused Per Legal - Payment Not Paused	Legal Workflow	12,467.00	0 0 of 65	0	64	0	
#N/A	BATLLC-677000702	12/22/2022	Cancellation Completed	Retention Workflow	113,097.00	0 0 of 0	0	0	0	1/12/2023
#N/A	BATLLC-677762498	12/22/2022	Cancellation Completed	Retention Workflow	7,857.00	0 0 of 1	0	0	0	1/6/2023

#N/A	BATLLC-687057248	1/6/2023 Affiliate Review	Retention Workflow	12,015.00	0 0 of 31	0	0	0
#N/A	BATLLC-691131971	1/12/2023 Affiliate Review	Retention Workflow	10,374.00	0 0 of 27	0	27	0
#N/A	BATLLC-691467548	1/12/2023 Affiliate Review	Retention Workflow	22,083.00	0 0 of 30	0	30	0
#N/A	BATLLC-691532462	1/12/2023 Educational Outreach	Processing Flow	14,745.00	0 0 of 25	0	25	0
#N/A	BATLLC-692776679	1/13/2023 Educational Outreach Missed	Processing Flow	65,724.00	0 0 of 48	0	48	0
#N/A	BATLLC-693370319	1/17/2023 Cancellation Completed	Retention Workflow	16,634.00	0 0 of 0	0	0	0 1/20/2023
#N/A	BATLLC-693482768	1/17/2023 Educational Outreach Missed	Processing Flow	12,380.00	0 0 of 32	0	32	0
#N/A	BATLLC-693505484	1/17/2023 Cancellation Completed	Retention Workflow	64,897.34	0 0 of 0	0	0	0 1/23/2023
#N/A	BATLLC-694110152	1/20/2023 Educational Outreach Missed	Processing Flow	11,442.00	0 0 of 29	0	29	0
#N/A	BATLLC-694604144	1/20/2023 Affiliate Review	Retention Workflow	18,897.00	0 0 of 40	0	40	0

vlook	Customer ID	Enrolled Date	Client Status	Client Stage	Debt Enrolled	Pay Frequency	Payments Made	Payment Summary	# Drafts Cleared	# Drafts Remaining	Total Payments Cleared	Dropped Date
	#N/A BATLLC-694110152	1/20/2023	Educational Outreach Missed	Processing Flow	11,442.00		0	0 of 29	0	29	0	
	#N/A BATLLC-694604144	1/20/2023	Affiliate Review	Retention Workflow	18,897.00		0	0 of 40	0	40	0	
	#N/A BATLLC-693482768	1/17/2023	Educational Outreach Missed	Processing Flow	12,380.00		0	0 of 32	0	32	0	
	#N/A BATLLC-692776679	1/13/2023	Educational Outreach Missed	Processing Flow	65,724.00		0	0 of 48	0	48	0	
	#N/A BATLLC-691131971	1/12/2023	Affiliate Review	Retention Workflow	10,374.00		0	0 of 27	0	27	0	
	#N/A BATLLC-691467548	1/12/2023	Affiliate Review	Retention Workflow	22,083.00		0	0 of 30	0	30	0	
	#N/A BATLLC-691532462	1/12/2023	Educational Outreach	Processing Flow	14,745.00		0	0 of 25	0	25	0	
	#N/A BATLLC-687057248	1/6/2023	Affiliate Review	Retention Workflow	12,015.00		0	0 of 31	0	0	0	
	#N/A BATLLC-686672357	1/5/2023	Active File	Processing Flow	6,830.00		0	0 of 13	0	13	0	
	#N/A BATLLC-686129255	1/5/2023	Affiliate Review	Retention Workflow	13,433.00		1	1 of 33	1	32	259.2	
	#N/A BATLLC-684140426	1/4/2023	Educational Outreach	Processing Flow	5,507.00		0	0 of 21	0	21	0	
	#N/A BATLLC-681870044	12/30/2022	NSF	Payment Workflow	11,818.00		0	0 of 1	0	0	0	1/12/2023
	#N/A BATLLC-682066349	12/30/2022	Educational Outreach Missed	Processing Flow	79,645.00		0	0 of 48	0	0	0	
	#N/A BATLLC-681909683	12/30/2022	Affiliate Review	Retention Workflow	25,663.58		1	1 of 48	1	47	310.24	
	#N/A BATLLC-681725786	12/29/2022	Active File	Processing Flow	5,441.66		1	1 of 30	1	29	120.75	
	#N/A BATLLC-676924574	12/22/2022	Paused Per Legal - Payment Not Paused	Legal Workflow	12,467.00		0	0 of 65	0	64	0	
	#N/A BATLLC-674360033	12/15/2022	Active File	Processing Flow	5,312.87		0	0 of 28	0	27	0	
	#N/A BATLLC-657600656	12/7/2022	Active File	Processing Flow	38,989.00		1	1 of 36	1	35	399.63	
	#N/A BATLLC-655208108	12/7/2022	NSF	Payment Workflow	57,153.00		1	1 of 48	1	45	489.31	
	#N/A BATLLC-670522550	12/6/2022	Affiliate Review	Retention Workflow	10,499.00		0	0 of 27	0	26	0	
	#N/A BATLLC-671787701	12/6/2022	Active File	Processing Flow	18,282.00		1	1 of 48	1	47	161.13	
	#N/A BATLLC-669142778	12/6/2022	Active File	Processing Flow	14,258.00		1	1 of 25	1	24	324.51	
	#N/A BATLLC-668561204	12/5/2022	Affiliate Review	Retention Workflow	23,604.00		0	0 of 36	0	35	0	
	#N/A BATLLC-669150887	12/5/2022	Active File	Processing Flow	12,868.00		1	1 of 32	1	31	257.23	
	#N/A BATLLC-669106769	12/5/2022	Active File	Processing Flow	14,540.00		1	1 of 36	1	35	257.94	
	#N/A BATLLC-669122753	12/5/2022	Active File	Processing Flow	14,416.00		1	1 of 36	1	35	330.81	
	#N/A BATLLC-668121005	12/2/2022	Active File	Processing Flow	11,847.00		1	1 of 30	1	29	254.34	
	#N/A BATLLC-667999457	12/2/2022	Active File	Processing Flow	20,339.00		1	1 of 36	1	35	322.37	
	#N/A BATLLC-668240792	12/2/2022	Active File	Processing Flow	20,360.00		1	1 of 36	1	35	322.6	
	#N/A BATLLC-668023241	12/1/2022	NSF	Payment Workflow	10,049.00		0	0 of 2	0	0	0	1/13/2023
	#N/A BATLLC-667551218	11/30/2022	Active File	Processing Flow	13,617.00		1	1 of 30	1	29	277.94	
	#N/A BATLLC-667532891	11/30/2022	Active File	Processing Flow	6,121.00		1	1 of 23	1	22	300.41	
	#N/A BATLLC-667406141	11/29/2022	Affiliate Review	Retention Workflow	41,183.00		2	2 of 48	2	46	879.14	
	#N/A BATLLC-665870918	11/28/2022	Active File	Processing Flow	49,829.00		1	1 of 48	1	47	397.43	
	#N/A BATLLC-666092378	11/28/2022	Active File	Processing Flow	37,182.05		1	1 of 48	1	47	406.23	
	#N/A BATLLC-665312789	11/23/2022	Active File	Processing Flow	27,727.00		1	1 of 48	1	47	327.44	
	#N/A BATLLC-665484950	11/23/2022	Active File	Processing Flow	26,408.00		1	1 of 24	1	23	536.51	
	#N/A BATLLC-663959816	11/22/2022	Active File	Processing Flow	24,368.00		2	2 of 48	2	46	598.9	
	#N/A BATLLC-664483760	11/22/2022	Active File	Processing Flow	24,404.00		2	2 of 36	2	34	735.08	
	#N/A BATLLC-664148894	11/22/2022	Active File	Processing Flow	27,978.00		2	2 of 36	2	34	814.5	
	#N/A BATLLC-663980456	11/21/2022	Active File	Processing Flow	9,479.61		2	2 of 24	2	22	508.74	
	#N/A BATLLC-663470330	11/18/2022	Active File	Processing Flow	19,112.00		2	2 of 36	2	34	617.48	
	#N/A BATLLC-662264213	11/17/2022	Affiliate Review	Retention Workflow	14,635.00		1	1 of 38	1	36	250.43	

#N/A BATLLC-658190828	11/9/2022 Active File	Processing Flow	5,953.00	2 2 of 15	2	13	510.26
#N/A BATLLC-658451036	11/9/2022 Active File	Processing Flow	16,390.00	2 2 of 36	2	34	556.98
#N/A BATLLC-657487061	11/7/2022 Active File	Processing Flow	23,322.00	2 2 of 48	2	46	581.46
#N/A BATLLC-656815583	11/7/2022 Active File	Processing Flow	31,570.00	2 2 of 36	2	34	894.32
#N/A BATLLC-656473316	11/4/2022 Active File	Processing Flow	45,543.00	3 3 of 48	3	45	1,427.73
#N/A BATLLC-656213078	11/3/2022 Affiliate Review	Retention Workflow	17,961.00	0 0 of 36	0	34	0
#N/A BATLLC-655984379	11/3/2022 Active File	Processing Flow	14,637.00	2 2 of 24	2	22	680.66
#N/A BATLLC-655238801	11/2/2022 Active File	Processing Flow	7,260.00	2 2 of 18	2	16	515.42
#N/A BATLLC-655395329	11/2/2022 Active File	Processing Flow	9,745.06	2 2 of 24	2	22	693.68
#N/A BATLLC-655435514	11/2/2022 Active File	Processing Flow	6,259.00	3 3 of 17	3	13	758.58
#N/A BATLLC-655234847	11/2/2022 Active File	Processing Flow	22,612.00	2 2 of 30	2	28	795.74
#N/A BATLLC-654409073	11/1/2022 Active File	Processing Flow	37,396.00	2 2 of 36	2	34	1,023.78
#N/A BATLLC-653462582	10/27/2022 Active File	Processing Flow	8,431.00	2 2 of 20	2	18	530

vlookup	Customer ID	Enrolled Date	Client Status	Client Stage	Debt Enrolled	Pay Frequency	Payments Made	Payment Summary	# Drafts Cleared	# Drafts Remaining	Total Payments Cleared	Dropped Date
BATLLC-655208108	BATLLC-655208108	12/7/2022	NSF	Payment Workflow	57,153.00		1	1 of 48	1	45	489.31	
BATLLC-656213078	BATLLC-656213078	11/3/2022	Affiliate Review	Retention Workflow	17,961.00		0	0 of 36	0	34	0	
BATLLC-658471043	BATLLC-658471043	11/9/2022	Affiliate Review	Retention Workflow	14,616.00		0	0 of 37	0	34	0	
BATLLC-660390923	BATLLC-660390923	11/15/2022	Retention Call Required by Resolution Specialist	Retention Workflow	70,131.00		0	0 of 48	0	46	0	
BATLLC-661806908	BATLLC-661806908	11/16/2022	NSF	Payment Workflow	28,206.00		0	0 of 36	0	34	0	
BATLLC-662264213	BATLLC-662264213	11/17/2022	Affiliate Review	Retention Workflow	14,635.00		1	1 of 38	1	36	250.43	
BATLLC-667406141	BATLLC-667406141	11/29/2022	Affiliate Review	Retention Workflow	41,183.00		2	2 of 48	2	46	879.14	
BATLLC-668023241	BATLLC-668023241	12/1/2022	NSF	Payment Workflow	10,049.00		0	0 of 2	0	0	0	1/13/2023
BATLLC-668561204	BATLLC-668561204	12/5/2022	Affiliate Review	Retention Workflow	23,604.00		0	0 of 36	0	35	0	
BATLLC-670522550	BATLLC-670522550	12/6/2022	Affiliate Review	Retention Workflow	10,499.00		0	0 of 27	0	26	0	
BATLLC-671787701	BATLLC-671787701	12/6/2022	Active File	Processing Flow	18,282.00		1	1 of 48	1	47	161.13	
BATLLC-674360033	BATLLC-674360033	12/15/2022	Active File	Processing Flow	5,312.87		0	0 of 28	0	27	0	
BATLLC-676924574	BATLLC-676924574	12/22/2022	Paused Per Legal - Payment Not Paused	Legal Workflow	12,467.00		0	0 of 65	0	64	0	
BATLLC-681725786	BATLLC-681725786	12/29/2022	Active File	Processing Flow	5,441.66		1	1 of 30	1	29	120.75	
BATLLC-681870044	BATLLC-681870044	12/30/2022	NSF	Payment Workflow	11,818.00		0	0 of 1	0	0	0	1/12/2023
BATLLC-681909683	BATLLC-681909683	12/30/2022	Affiliate Review	Retention Workflow	25,663.58		1	1 of 48	1	47	310.24	
BATLLC-682066349	BATLLC-682066349	12/30/2022	Educational Outreach Missed	Processing Flow	79,645.00		0	0 of 48	0	0	0	
BATLLC-684140426	BATLLC-684140426	1/4/2023	Educational Outreach	Processing Flow	5,507.00		0	0 of 21	0	21	0	
BATLLC-686129255	BATLLC-686129255	1/5/2023	Affiliate Review	Retention Workflow	13,433.00		1	1 of 33	1	32	259.2	
BATLLC-686672357	BATLLC-686672357	1/5/2023	Active File	Processing Flow	6,830.00		0	0 of 13	0	13	0	
BATLLC-687057248	BATLLC-687057248	1/6/2023	Affiliate Review	Retention Workflow	12,015.00		0	0 of 31	0	0	0	
BATLLC-691131971	BATLLC-691131971	1/12/2023	Affiliate Review	Retention Workflow	10,374.00		0	0 of 27	0	27	0	
BATLLC-691467548	BATLLC-691467548	1/12/2023	Affiliate Review	Retention Workflow	22,083.00		0	0 of 30	0	30	0	
BATLLC-691532462	BATLLC-691532462	1/12/2023	Educational Outreach	Processing Flow	14,745.00		0	0 of 25	0	25	0	
BATLLC-692776679	BATLLC-692776679	1/13/2023	Educational Outreach Missed	Processing Flow	65,724.00		0	0 of 48	0	48	0	
BATLLC-693482768	BATLLC-693482768	1/17/2023	Educational Outreach Missed	Processing Flow	12,380.00		0	0 of 32	0	32	0	
BATLLC-694110152	BATLLC-694110152	1/20/2023	Educational Outreach Missed	Processing Flow	11,442.00		0	0 of 29	0	29	0	
BATLLC-694604144	BATLLC-694604144	1/20/2023	Affiliate Review	Retention Workflow	18,897.00		0	0 of 40	0	40	0	
BN/A	BATLLC-668121005	12/2/2022	Active File	Processing Flow	11,847.00		1	1 of 30	1	29	254.34	
BN/A	BATLLC-669150887	12/5/2022	Active File	Processing Flow	12,868.00		1	1 of 32	1	31	257.23	
BN/A	BATLLC-669106769	12/5/2022	Active File	Processing Flow	14,540.00		1	1 of 36	1	35	257.94	
BN/A	BATLLC-667551218	11/30/2022	Active File	Processing Flow	13,617.00		1	1 of 30	1	29	277.94	
BN/A	BATLLC-667532891	11/30/2022	Active File	Processing Flow	6,121.00		1	1 of 23	1	22	300.41	
BN/A	BATLLC-667999457	12/2/2022	Active File	Processing Flow	20,339.00		1	1 of 36	1	35	322.37	
BN/A	BATLLC-668240792	12/2/2022	Active File	Processing Flow	20,360.00		1	1 of 36	1	35	322.6	
BN/A	BATLLC-669142778	12/6/2022	Active File	Processing Flow	14,258.00		1	1 of 25	1	24	324.51	
BN/A	BATLLC-665312789	11/23/2022	Active File	Processing Flow	27,727.00		1	1 of 48	1	47	327.44	
BN/A	BATLLC-669122753	12/5/2022	Active File	Processing Flow	14,416.00		1	1 of 36	1	35	330.81	
BN/A	BATLLC-662003489	11/16/2022	Active File	Processing Flow	19,440.00		1	1 of 30	1	29	355.58	
BN/A	BATLLC-665870918	11/28/2022	Active File	Processing Flow	49,829.00		1	1 of 48	1	47	397.43	
BN/A	BATLLC-657600656	12/7/2022	Active File	Processing Flow	38,989.00		1	1 of 36	1	35	399.63	
BN/A	BATLLC-666092378	11/28/2022	Active File	Processing Flow	37,182.05		1	1 of 48	1	47	406.23	
BN/A	BATLLC-659048573	11/14/2022	Active File	Processing Flow	6,525.00		2	2 of 16	2	14	502.7	
BN/A	BATLLC-663980456	11/21/2022	Active File	Processing Flow	9,479.61		2	2 of 24	2	22	508.74	
BN/A	BATLLC-658190828	11/9/2022	Active File	Processing Flow	5,953.00		2	2 of 15	2	13	510.26	
BN/A	BATLLC-659808359	11/14/2022	Active File	Processing Flow	12,006.00		2	2 of 30	2	28	512.92	
BN/A	BATLLC-655238801	11/2/2022	Active File	Processing Flow	7,260.00		2	2 of 18	2	16	515.42	
BN/A	BATLLC-661987718	11/16/2022	Active File	Processing Flow	15,101.00		2	2 of 36	2	34	528.34	
BN/A	BATLLC-653462582	10/27/2022	Active File	Processing Flow	8,431.00		2	2 of 20	2	18	530	
BN/A	BATLLC-665484950	11/23/2022	Active File	Processing Flow	26,408.00		1	1 of 24	1	23	536.51	
BN/A	BATLLC-659320229	11/11/2022	Active File	Processing Flow	21,251.00		2	2 of 36	2	34	546.94	
BN/A	BATLLC-658451036	11/9/2022	Active File	Processing Flow	16,390.00		2	2 of 36	2	34	556.98	
BN/A	BATLLC-657487061	11/7/2022	Active File	Processing Flow	23,322.00		2	2 of 48	2	46	581.46	

Customer ID	Monthly Payment	Debt Enrolled	Enrolled Date	First Payment Date	Total Debt	Payment Summary	Payments Made	Payments Remaining	Monies Owed 2	Company
BATLLC-672759893	373.15	16606	12/14/2022	12/23/2022	16606	1 of 3	1	34	\$	7,185.14 Z.A.P. Marketing Corp
BATLLC-674337158	373.05	56914	12/15/2022	12/30/2022	56914	1 of 3	1	34	\$	7,182.59 Z.A.P. Marketing Corp
BATLLC-678177770	263.5	10027	12/23/2022	12/2/2022	10027	1 of 4	1	33	\$	4,259.97 Z.A.P. Marketing Corp
BATLLC-631536416	718.82	64960.86	9/16/2022	9/20/2022	64960.86	3 of 5	3	34	\$	15,999.72 Z.A.P. Marketing Corp
BATLLC-632545184	255.78	13487	9/19/2022	9/22/2022	13487	3 of 4	3	35	\$	4,315.50 Z.A.P. Marketing Corp
BATLLC-676107509	252.81	5084	12/20/2022	1/3/2023	5084	0 of 3	0	33	\$	3,995.39 Z.A.P. Marketing Corp
BATLLC-677948513	202.54	7962	12/27/2022	2/3/2023	7962	0 of 2	0	34	\$	2,834.58 Z.A.P. Marketing Corp
BATLLC-686996774	227.55	8968	1/6/2023	1/24/2023	8968	0 of 3	0	33	\$	3,370.21 Z.A.P. Marketing Corp
BATLLC-696506096	354.15	91789	1/24/2023	2/10/2023	91789	0 of 3	0	33	\$	6,503.56 Z.A.P. Marketing Corp
BATLLC-707227148	159.39	15568	2/8/2023	2/21/2023	15568	0 of 1	0	35	\$	1,785.26 Z.A.P. Marketing Corp
BATLLC-707411231	801.39	144614	2/6/2023	2/21/2023	144614	0 of 1	0	35	\$	18,637.76 Z.A.P. Marketing Corp
BATLLC-707678798	388.64	29226	2/7/2023	2/10/2023	29226	0 of 1	0	35	\$	7,803.08 Z.A.P. Marketing Corp
BATLLC-713546618	203.16	22541	2/15/2023	3/7/2023	22541	0 of 0	0	36	\$	3,018.06 Z.A.P. Marketing Corp
BATLLC-718381451	203.26	15088	2/21/2023	3/3/2023	15088	0 of 0	0	36	\$	3,020.76 Z.A.P. Marketing Corp
BATLLC-710018426	204.8	20817	2/9/2023	3/3/2023	20817	0 of 0	0	36	\$	3,062.34 Z.A.P. Marketing Corp
BATLLC-676945118	255.89	23780.13	12/22/2022	1/3/2023	23780.13	1 of 1	1	36	\$	4,441.77 Z.A.P. Marketing Corp
BATLLC-655339928	316.23	13191	11/3/2022	11/25/2022	13191	1 of 3	1	34	\$	5,733.68 Z.A.P. Marketing Corp
BATLLC-653686376	148.4	13027	10/28/2022	10/31/2022	13027	7 of 7	7	36	\$	1,539.54 Z.A.P. Marketing Corp
BATLLC-653756921	309.21	19155	10/28/2022	11/15/2022	19155	2 of 2	2	36	\$	5,881.41 Z.A.P. Marketing Corp
BATLLC-654169997	264.3	10075	11/22/2022	11/7/2022	10075	4 of 4	4	36	\$	4,668.84 Z.A.P. Marketing Corp
BATLLC-654190226	374.52	27814	10/31/2022	11/1/2022	27814	4 of 6	4	34	\$	7,220.07 Z.A.P. Marketing Corp
BATLLC-654203888	293.01	14747	10/31/2022	11/8/2022	14747	2 of 4	2	34	\$	5,141.57 Z.A.P. Marketing Corp
BATLLC-655375925	248.71	12948	11/3/2022	11/15/2022	12948	3 of 3	3	36	\$	4,247.91 Z.A.P. Marketing Corp
BATLLC-655495328	298.93	12153	11/3/2022	11/30/2022	12153	3 of 3	3	36	\$	5,603.85 Z.A.P. Marketing Corp
BATLLC-656186693	271.26	24802	11/3/2022	11/9/2022	24802	3 of 3	3	36	\$	4,856.76 Z.A.P. Marketing Corp
BATLLC-657492428	442.37	41519	11/7/2022	12/1/2022	41519	3 of 3	3	36	\$	9,476.73 Z.A.P. Marketing Corp
BATLLC-659121287	250.36	9239	11/10/2022	12/2/2022	9239	3 of 4	3	35	\$	4,173.23 Z.A.P. Marketing Corp
BATLLC-659259830	330.08	28044	11/11/2022	1/12/2023	28044	1 of 1	1	36	\$	6,444.90 Z.A.P. Marketing Corp
BATLLC-659303672	286.21	32331	11/11/2022	11/23/2022	32331	3 of 3	3	36	\$	5,260.41 Z.A.P. Marketing Corp
BATLLC-659322665	200.32	10649.24	1/19/2023	2/10/2023	10649.24	0 of 1	0	35	\$	2,859.68 Z.A.P. Marketing Corp
BATLLC-661487738	225.24	15463	11/15/2022	11/18/2022	15463	3 of 3	3	36	\$	3,614.22 Z.A.P. Marketing Corp
BATLLC-661563977	256.86	6419	11/15/2022	12/5/2022	6419	2 of 4	2	34	\$	4,219.74 Z.A.P. Marketing Corp
BATLLC-661567025	316.53	13209	11/15/2022	11/28/2022	13209	3 of 3	3	36	\$	6,079.05 Z.A.P. Marketing Corp
BATLLC-661626701	420.1	19423	11/15/2022	12/5/2022	19423	3 of 3	3	36	\$	8,875.44 Z.A.P. Marketing Corp
BATLLC-661722464	253.09	7052	11/16/2022	12/5/2022	7052	1 of 3	1	34	\$	4,123.61 Z.A.P. Marketing Corp
BATLLC-661831352	265.63	16925	11/16/2022	1/5/2023	16925	2 of 2	2	36	\$	4,704.75 Z.A.P. Marketing Corp
BATLLC-661868885	284.97	16973	11/16/2022	12/2/2022	16973	3 of 3	3	36	\$	5,226.93 Z.A.P. Marketing Corp
BATLLC-662051993	252.68	14067	11/17/2022	11/28/2022	14067	3 of 3	3	36	\$	4,355.10 Z.A.P. Marketing Corp

BATLLC-667532585	127.34	12269	11/30/2022	12/13/2022	12269 4 of 4	4	36 \$	970.92	Z.A.P. Marketing Corp
BATLLC-667589963	350.2	16863.98	11/30/2022	12/9/2022	16863.98 2 of 3	2	35 \$	6,794.03	Z.A.P. Marketing Corp
BATLLC-667634921	147.78	23902	11/30/2022	12/9/2022	23902 4 of 5	4	35 \$	1,480.50	Z.A.P. Marketing Corp
BATLLC-667638467	576.75	36028	11/30/2022	12/9/2022	36028 2 of 3	2	35 \$	12,740.96	Z.A.P. Marketing Corp
BATLLC-667838258	275.78	16146	12/1/2022	12/9/2022	16146 2 of 3	2	35 \$	4,840.50	Z.A.P. Marketing Corp
BATLLC-667842368	766.63	80430	12/1/2022	1/6/2023	80430 1 of 2	1	35 \$	17,725.31	Z.A.P. Marketing Corp
BATLLC-667855280	241.26	92198	12/1/2022	12/9/2022	92198 4 of 6	4	34 \$	3,821.94	Z.A.P. Marketing Corp
BATLLC-668014583	261.59	19825	12/1/2022	12/16/2022	19825 2 of 3	2	35 \$	4,468.01	Z.A.P. Marketing Corp
BATLLC-669543896	132.3	10093.62	12/5/2022	12/6/2022	10093.62 5 of 5	5	36 \$	1,104.84	Z.A.P. Marketing Corp
BATLLC-670300205	254.76	9899	12/6/2022	1/25/2023	9899 1 of 1	1	36 \$	4,411.26	Z.A.P. Marketing Corp
BATLLC-670508231	250.6	14265.64	12/19/2022	1/5/2023	14265.64 2 of 2	2	36 \$	4,298.94	Z.A.P. Marketing Corp
BATLLC-671683046	357.76	16336	12/6/2022	12/16/2022	16336 0 of 2	0	34 \$	6,792.69	Z.A.P. Marketing Corp
BATLLC-671904791	106.29	16268	12/7/2022	1/3/2023	16268 3 of 3	3	36 \$	402.57	Z.A.P. Marketing Corp
BATLLC-672083198	258.58	4866	12/9/2022	12/16/2022	4866 2 of 2	2	36 \$	4,514.40	Z.A.P. Marketing Corp
BATLLC-672442859	207.33	9245.78	12/13/2022	12/30/2022	9245.78 0 of 2	0	34 \$	2,956.73	Z.A.P. Marketing Corp
BATLLC-672497987	391.39	35401	12/12/2022	1/17/2023	35401 1 of 1	1	36 \$	8,100.27	Z.A.P. Marketing Corp
BATLLC-674737502	252.74	14463	12/17/2022	1/13/2023	14463 1 of 1	1	36 \$	4,356.72	Z.A.P. Marketing Corp
BATLLC-674738054	255.37	11924	12/13/2022	1/4/2023	11924 2 of 2	2	36 \$	4,427.73	Z.A.P. Marketing Corp
BATLLC-674740133	254.07	9067	12/16/2022	1/9/2023	9067 1 of 2	1	35 \$	4,270.61	Z.A.P. Marketing Corp
BATLLC-675236429	255.86	12758	12/17/2022	1/6/2023	12758 1 of 3	1	34 \$	4,194.24	Z.A.P. Marketing Corp
BATLLC-675747485	251.42	12791	12/19/2022	1/6/2023	12791 2 of 2	2	36 \$	4,321.08	Z.A.P. Marketing Corp
BATLLC-675785138	256.06	11976	12/19/2022	1/5/2023	11976 2 of 2	2	36 \$	4,446.36	Z.A.P. Marketing Corp
BATLLC-675913910	473.66	23580	12/16/2022	1/13/2023	23580 1 of 1	1	36 \$	10,321.56	Z.A.P. Marketing Corp
BATLLC-675929192	256.46	6403	12/16/2022	12/19/2022	6403 2 of 2	2	36 \$	4,457.16	Z.A.P. Marketing Corp
BATLLC-675931169	251.68	8929.95	12/19/2022	1/17/2023	8929.95 1 of 1	1	36 \$	4,328.10	Z.A.P. Marketing Corp
BATLLC-676092071	255.97	14363	12/19/2022	12/29/2022	14363 2 of 3	2	35 \$	4,320.49	Z.A.P. Marketing Corp
BATLLC-676130618	255.53	9549	12/20/2022	12/19/2022	9549 1 of 2	1	35 \$	4,308.94	Z.A.P. Marketing Corp
BATLLC-676198484	126.45	12521	12/22/2022	12/27/2022	12521 3 of 4	3	35 \$	920.59	Z.A.P. Marketing Corp
BATLLC-676250033	256.02	8381	12/17/2022	1/10/2023	8381 1 of 1	1	36 \$	4,445.28	Z.A.P. Marketing Corp
BATLLC-676274825	129.04	4447	12/16/2022	1/17/2023	4447 2 of 2	2	36 \$	1,016.82	Z.A.P. Marketing Corp
BATLLC-676284788	252.48	6244	12/21/2022	1/13/2023	6244 1 of 1	1	36 \$	3,349.70	Z.A.P. Marketing Corp
BATLLC-676897016	460.76	43726	12/21/2022	1/20/2023	43726 1 of 1	1	36 \$	9,973.26	Z.A.P. Marketing Corp
BATLLC-676912883	308.16	40662	12/23/2022	1/13/2023	40662 0 of 3	0	33 \$	5,365.31	Z.A.P. Marketing Corp
BATLLC-676945898	334.21	5905.02	12/21/2022	1/3/2023	5905.02 2 of 2	2	36 \$	6,556.41	Z.A.P. Marketing Corp
BATLLC-677055365	321.11	26968	12/23/2022	1/17/2023	26968 1 of 1	1	36 \$	6,202.71	Z.A.P. Marketing Corp
BATLLC-677375156	257.26	6033	12/22/2022	1/4/2023	6033 2 of 2	2	36 \$	4,478.76	Z.A.P. Marketing Corp
BATLLC-677577485	319.53	26778	12/23/2022	1/6/2023	26778 1 of 1	1	36 \$	6,160.05	Z.A.P. Marketing Corp
BATLLC-677613317	258.22	16183.53	12/22/2022	1/4/2023	16183.53 2 of 2	2	36 \$	4,504.68	Z.A.P. Marketing Corp
BATLLC-677952621	369.61	32788	12/23/2022	1/17/2023	32788 1 of 2	1	35 \$	7,303.54	Z.A.P. Marketing Corp

BATLLC-679764305	203.95	6454	12/28/2022	1/6/2023	6454 2 of 2	2	36	\$	3,039.39	Z.A.P. Marketing Corp
BATLLC-680407844	271.45	21008	12/28/2022	1/11/2023	21008 1 of 2	1	35	\$	4,726.84	Z.A.P. Marketing Corp
BATLLC-680450918	254.81	6337	12/28/2022	1/13/2023	6337 2 of 2	2	36	\$	4,412.61	Z.A.P. Marketing Corp
BATLLC-680465237	271.19	15733	12/28/2022	1/20/2023	15733 1 of 1	1	36	\$	4,854.87	Z.A.P. Marketing Corp
BATLLC-681357143	436.9	39160	1/12/2023	1/20/2023	39160 1 of 1	1	36	\$	9,329.04	Z.A.P. Marketing Corp
BATLLC-681404096	332.32	33975	12/28/2022	1/13/2023	33975 1 of 1	1	36	\$	6,505.38	Z.A.P. Marketing Corp
BATLLC-681415529	255.75	8730	12/30/2022	1/13/2023	8730 1 of 1	1	36	\$	4,437.99	Z.A.P. Marketing Corp
BATLLC-681415928	258.58	22708	1/27/2023	2/17/2023	22708 0 of 0	0	36	\$	4,514.40	Z.A.P. Marketing Corp
BATLLC-681530825	252.5	18130	12/29/2022	1/13/2023	18130 1 of 1	1	36	\$	4,350.24	Z.A.P. Marketing Corp
BATLLC-681548360	201.48	8814.14	12/29/2022	1/20/2023	8814.14 1 of 1	1	36	\$	2,972.70	Z.A.P. Marketing Corp
BATLLC-681630644	201.05	6271	12/29/2022	1/6/2023	6271 2 of 2	2	36	\$	2,961.09	Z.A.P. Marketing Corp
BATLLC-681640052	271.1	15725	12/29/2022	1/11/2023	15725 1 of 1	1	36	\$	4,852.44	Z.A.P. Marketing Corp
BATLLC-681655193	250.04	12293	12/29/2022	1/4/2023	12293 2 of 2	2	36	\$	4,283.82	Z.A.P. Marketing Corp
BATLLC-681725786	120.75	5441.66	12/29/2022	1/13/2023	5441.66 2 of 2	2	36	\$	792.99	Z.A.P. Marketing Corp
BATLLC-681737426	252.18	11685.06	1/12/2023	1/11/2023	11685.06 1 of 1	1	36	\$	4,341.60	Z.A.P. Marketing Corp
BATLLC-681819110	656.42	72988	12/30/2022	1/13/2023	72988 1 of 1	1	36	\$	15,256.08	Z.A.P. Marketing Corp
BATLLC-681974513	283.79	16867.11	12/30/2022	1/13/2023	16867.11 1 of 1	1	36	\$	5,195.07	Z.A.P. Marketing Corp
BATLLC-682090601	376.19	33577	12/30/2022	2/21/2023	33577 0 of 0	0	36	\$	7,689.87	Z.A.P. Marketing Corp
BATLLC-684091382	253.18	5096	1/5/2023	1/13/2023	5096 1 of 1	1	36	\$	4,368.60	Z.A.P. Marketing Corp
BATLLC-684132038	348.95	20837	1/3/2023	1/19/2023	20837 0 of 1	0	35	\$	6,761.21	Z.A.P. Marketing Corp
BATLLC-684297710	254.03	8671	1/3/2023	1/17/2023	8671 1 of 1	1	36	\$	4,391.55	Z.A.P. Marketing Corp
BATLLC-685351253	258.6	14194	1/5/2023	1/13/2023	14194 1 of 1	1	36	\$	4,514.94	Z.A.P. Marketing Corp
BATLLC-686024348	349.57	28484	1/4/2023	1/12/2023	28484 0 of 1	0	35	\$	6,777.49	Z.A.P. Marketing Corp
BATLLC-686202473	257.34	6841	1/4/2023	2/3/2023	6841 1 of 1	1	36	\$	4,480.92	Z.A.P. Marketing Corp
BATLLC-686436428	202.5	8873	1/4/2023	1/6/2023	8873 2 of 2	2	36	\$	3,000.24	Z.A.P. Marketing Corp
BATLLC-686458016	253.39	9028	1/4/2023	2/3/2023	9028 1 of 1	1	36	\$	4,374.27	Z.A.P. Marketing Corp
BATLLC-686501516	288.11	23007	1/5/2023	1/13/2023	23007 2 of 2	2	36	\$	5,311.71	Z.A.P. Marketing Corp
BATLLC-686662409	250.36	8469	1/6/2023	1/25/2023	8469 1 of 1	1	36	\$	4,292.46	Z.A.P. Marketing Corp
BATLLC-686666435	201.42	6565	1/6/2023	2/3/2023	6565 1 of 1	1	36	\$	2,971.08	Z.A.P. Marketing Corp
BATLLC-686684228	220.93	17935	1/5/2023	1/20/2023	17935 1 of 1	1	36	\$	3,497.85	Z.A.P. Marketing Corp
BATLLC-686773478	313.14	26011	1/5/2023	1/13/2023	26011 1 of 1	1	36	\$	5,987.52	Z.A.P. Marketing Corp
BATLLC-686779007	201.31	6558	1/5/2023	2/3/2023	6558 1 of 1	1	36	\$	2,968.11	Z.A.P. Marketing Corp
BATLLC-687003143	290.14	23251	1/6/2023	2/10/2023	23251 0 of 1	0	35	\$	5,217.45	Z.A.P. Marketing Corp
BATLLC-687006413	210.06	7284	1/6/2023	1/13/2023	7284 1 of 1	1	36	\$	3,204.36	Z.A.P. Marketing Corp
BATLLC-687042038	204.3	6475	1/9/2023	1/20/2023	6475 1 of 1	1	36	\$	3,048.84	Z.A.P. Marketing Corp
BATLLC-687097721	203.23	6945	1/6/2023	1/25/2023	6945 1 of 1	1	36	\$	3,019.95	Z.A.P. Marketing Corp
BATLLC-687106223	251.29	24372.38	1/6/2023	2/3/2023	24372.38 1 of 1	1	36	\$	4,317.57	Z.A.P. Marketing Corp
BATLLC-687364535	255.24	10723	1/9/2023	1/20/2023	10723 1 of 1	1	36	\$	4,424.22	Z.A.P. Marketing Corp
BATLLC-687373566	248.40	12310	1/9/2023	2/1/2023	12310 1 of 1	1	36	\$	4,241.87	Z.A.P. Marketing Corp

BATLLC-690812723	254.78	7128	1/11/2023	1/27/2023	7128 0 of 1	0	35 \$	4,289.25	Z.A.P. Marketing Corp
BATLLC-690858815	532.5	52334	1/12/2023	1/27/2023	52334 1 of 2	1	35 \$	11,579.40	Z.A.P. Marketing Corp
BATLLC-690926492	202.21	6085	1/11/2023	2/10/2023	6085 0 of 1	0	35 \$	2,909.29	Z.A.P. Marketing Corp
BATLLC-690947360	204.67	15648	1/23/2023	1/30/2023	15648 1 of 1	1	36 \$	3,058.83	Z.A.P. Marketing Corp
BATLLC-690989630	203.19	9613	1/14/2023	1/20/2023	9613 1 of 2	1	35 \$	2,935.01	Z.A.P. Marketing Corp
BATLLC-691073795	100	7140	1/11/2023	2/6/2023	7140 1 of 1	1	36 \$	232.74	Z.A.P. Marketing Corp
BATLLC-691457750	1080.87	88604	1/13/2023	2/6/2023	88604 1 of 1	1	36 \$	26,716.23	Z.A.P. Marketing Corp
BATLLC-691564172	203.02	9032	1/12/2023	2/10/2023	9032 0 of 1	0	35 \$	2,930.55	Z.A.P. Marketing Corp
BATLLC-691573793	200.92	6109	1/12/2023	2/10/2023	6109 0 of 1	0	35 \$	2,875.43	Z.A.P. Marketing Corp
BATLLC-691578854	252.94	16047	1/12/2023	2/24/2023	16047 0 of 0	0	36 \$	4,362.12	Z.A.P. Marketing Corp
BATLLC-691588829	203.39	6153	1/12/2023	1/20/2023	6153 1 of 1	1	36 \$	3,024.27	Z.A.P. Marketing Corp
BATLLC-691642712	679.12	37856	1/12/2023	2/6/2023	37856 1 of 2	1	35 \$	15,428.18	Z.A.P. Marketing Corp
BATLLC-691653059	201.59	7102	1/12/2023	2/10/2023	7102 0 of 1	0	35 \$	2,893.01	Z.A.P. Marketing Corp
BATLLC-691659479	208.97	7037	1/12/2023	1/27/2023	7037 0 of 1	0	35 \$	3,086.74	Z.A.P. Marketing Corp
BATLLC-691661591	256.8	30800	2/2/2023	2/1/2023	30800 1 of 1	1	36 \$	4,466.34	Z.A.P. Marketing Corp
BATLLC-691732862	250.09	14638	1/13/2023	1/27/2023	14638 1 of 1	1	36 \$	4,285.17	Z.A.P. Marketing Corp
BATLLC-691835645	907.16	123692	1/31/2023	2/28/2023	123692 0 of 0	0	36 \$	22,026.06	Z.A.P. Marketing Corp
BATLLC-693162293	248.87	19265	1/18/2023	2/3/2023	19265 1 of 1	1	36 \$	4,252.23	Z.A.P. Marketing Corp
BATLLC-693167489	292.98	23592	1/17/2023	2/3/2023	23592 1 of 1	1	36 \$	5,443.20	Z.A.P. Marketing Corp
BATLLC-693270683	389.25	17955	1/17/2023	2/10/2023	17955 0 of 1	0	35 \$	7,819.09	Z.A.P. Marketing Corp
BATLLC-693285455	429.71	40000	1/17/2023	2/3/2023	40000 1 of 1	1	36 \$	9,134.91	Z.A.P. Marketing Corp
BATLLC-693308321	179.23	10483	1/20/2023	2/17/2023	10483 0 of 0	0	36 \$	2,371.95	Z.A.P. Marketing Corp
BATLLC-693357614	194.16	16057	1/17/2023	2/24/2023	16057 0 of 0	0	36 \$	2,775.06	Z.A.P. Marketing Corp
BATLLC-693392267	200.28	23118	1/20/2023	2/27/2023	23118 0 of 0	0	36 \$	2,940.30	Z.A.P. Marketing Corp
BATLLC-693393224	252.41	14043	1/17/2023	2/1/2023	14043 1 of 1	1	36 \$	4,347.81	Z.A.P. Marketing Corp
BATLLC-693394187	201.87	14215	1/17/2023	2/17/2023	14215 0 of 0	0	36 \$	2,983.23	Z.A.P. Marketing Corp
BATLLC-693409181	200.66	9385	1/19/2023	2/17/2023	9385 0 of 0	0	36 \$	2,950.56	Z.A.P. Marketing Corp
BATLLC-693476036	193.21	6526	1/18/2023	2/17/2023	6526 0 of 0	0	36 \$	2,749.41	Z.A.P. Marketing Corp
BATLLC-693484166	251.29	15491	1/17/2023	1/31/2023	15491 1 of 1	1	36 \$	4,317.57	Z.A.P. Marketing Corp
BATLLC-693509672	230.51	16095	1/17/2023	2/17/2023	16095 0 of 0	0	36 \$	3,756.51	Z.A.P. Marketing Corp
BATLLC-693544703	203.49	8301	1/17/2023	2/17/2023	8301 0 of 0	0	36 \$	3,026.97	Z.A.P. Marketing Corp
BATLLC-693553580	234.82	6922.15	1/18/2023	2/3/2023	6922.15 1 of 1	1	36 \$	3,872.88	Z.A.P. Marketing Corp
BATLLC-693554165	258.33	33622	1/18/2023	2/17/2023	33622 0 of 0	0	36 \$	4,507.65	Z.A.P. Marketing Corp
BATLLC-693612521	203.13	24791	1/18/2023	2/2/2023	24791 0 of 1	0	35 \$	2,933.44	Z.A.P. Marketing Corp
BATLLC-693635657	205.05	18823	1/18/2023	2/17/2023	18823 0 of 0	0	36 \$	3,069.09	Z.A.P. Marketing Corp
BATLLC-693755390	257.04	19279	1/18/2023	1/27/2023	19279 1 of 1	1	36 \$	4,472.82	Z.A.P. Marketing Corp
BATLLC-693773939	201.11	17204	1/18/2023	1/27/2023	17204 0 of 2	0	34 \$	2,798.12	Z.A.P. Marketing Corp
BATLLC-693850916	201.56	9202	1/18/2023	2/28/2023	9202 0 of 0	0	36 \$	2,974.86	Z.A.P. Marketing Corp
BATLLC-693871652	395.38	35880	1/18/2023	1/20/2023	35880 1 of 1	1	36 \$	8,208.00	Z.A.P. Marketing Corp

BATLLC-695514845	304.66	17098	1/23/2023	1/25/2023	17098 1 of 1	1	36 \$	5,758.56	Z.A.P. Marketing Corp
BATLLC-695696222	376.06	33561	1/26/2023	2/10/2023	33561 0 of 1	0	35 \$	7,472.85	Z.A.P. Marketing Corp
BATLLC-696407477	274.78	12042	1/24/2023	2/3/2023	12042 1 of 1	1	36 \$	4,951.80	Z.A.P. Marketing Corp
BATLLC-696535094	274.56	21382	1/24/2023	2/3/2023	21382 1 of 1	1	36 \$	4,945.86	Z.A.P. Marketing Corp
BATLLC-697096589	175.94	6068.19	1/24/2023	2/17/2023	6068.19 0 of 0	0	36 \$	2,283.12	Z.A.P. Marketing Corp
BATLLC-697128107	251.95	5834	1/24/2023	2/6/2023	5834 1 of 1	1	36 \$	4,335.39	Z.A.P. Marketing Corp
BATLLC-699638279	207.97	10043	1/25/2023	2/3/2023	10043 0 of 1	0	35 \$	3,060.49	Z.A.P. Marketing Corp
BATLLC-699644174	326.13	27570	1/26/2023	2/10/2023	27570 0 of 1	0	35 \$	6,162.19	Z.A.P. Marketing Corp
BATLLC-699655376	343.39	16259	1/25/2023	2/16/2023	16259 0 of 0	0	36 \$	6,804.27	Z.A.P. Marketing Corp
BATLLC-699707132	328.62	25239.04	1/25/2023	2/24/2023	25239.04 0 of 0	0	36 \$	6,405.48	Z.A.P. Marketing Corp
BATLLC-699714575	254.59	36693	1/25/2023	2/17/2023	36693 0 of 0	0	36 \$	4,406.67	Z.A.P. Marketing Corp
BATLLC-699768896	815.17	86255	1/25/2023	2/17/2023	86255 0 of 0	0	36 \$	19,542.33	Z.A.P. Marketing Corp
BATLLC-699979382	262.9	36807	1/28/2023	3/1/2023	36807 0 of 0	0	36 \$	4,631.04	Z.A.P. Marketing Corp
BATLLC-700438925	247.71	11350	1/26/2023	1/26/2023	11350 1 of 1	1	36 \$	4,220.91	Z.A.P. Marketing Corp
BATLLC-700488656	179.14	23280	1/26/2023	2/28/2023	23280 0 of 0	0	36 \$	2,369.52	Z.A.P. Marketing Corp
BATLLC-700530770	253.18	12544	1/26/2023	2/3/2023	12544 0 of 2	0	34 \$	4,125.90	Z.A.P. Marketing Corp
BATLLC-700573352	246.58	12767	1/26/2023	2/21/2023	12767 0 of 0	0	36 \$	4,190.40	Z.A.P. Marketing Corp
BATLLC-700579313	195.9	20680	1/27/2023	2/17/2023	20680 0 of 0	0	36 \$	2,822.04	Z.A.P. Marketing Corp
BATLLC-700581767	172.59	9047	1/27/2023	2/28/2023	9047 0 of 0	0	36 \$	2,192.67	Z.A.P. Marketing Corp
BATLLC-700625084	199.57	6055	1/27/2023	2/6/2023	6055 1 of 1	1	36 \$	2,921.13	Z.A.P. Marketing Corp
BATLLC-700626698	173.11	9681	1/27/2023	2/3/2023	9681 1 of 1	1	36 \$	2,206.71	Z.A.P. Marketing Corp
BATLLC-700672577	205.27	18242	1/27/2023	2/17/2023	18242 0 of 0	0	36 \$	3,075.03	Z.A.P. Marketing Corp
BATLLC-700678331	364.77	43417	1/27/2023	2/28/2023	43417 0 of 0	0	36 \$	7,381.53	Z.A.P. Marketing Corp
BATLLC-700745513	202.4	25524	1/27/2023	2/3/2023	25524 1 of 1	1	36 \$	2,997.54	Z.A.P. Marketing Corp
BATLLC-700764779	251.03	11599	1/27/2023	2/6/2023	11599 1 of 1	1	36 \$	4,310.55	Z.A.P. Marketing Corp
BATLLC-702482339	224.09	42215	1/30/2023	2/17/2023	42215 0 of 0	0	36 \$	3,583.17	Z.A.P. Marketing Corp
BATLLC-702499079	151.23	5564	2/1/2023	2/28/2023	5564 0 of 0	0	36 \$	1,615.95	Z.A.P. Marketing Corp
BATLLC-702562334	242.3	29116.38	1/30/2023	2/28/2023	29116.38 0 of 0	0	36 \$	4,074.84	Z.A.P. Marketing Corp
BATLLC-703145036	410.42	37685	1/31/2023	2/13/2023	37685 0 of 1	0	35 \$	8,374.80	Z.A.P. Marketing Corp
BATLLC-703161413	189.46	8377	1/31/2023	2/28/2023	8377 0 of 0	0	36 \$	2,648.16	Z.A.P. Marketing Corp
BATLLC-703161458	202.13	17857	1/31/2023	2/22/2023	17857 0 of 0	0	36 \$	2,990.25	Z.A.P. Marketing Corp
BATLLC-703170344	253.64	21059	1/31/2023	2/3/2023	21059 0 of 2	0	34 \$	4,137.63	Z.A.P. Marketing Corp
BATLLC-703197842	254.56	8700	1/31/2023	2/28/2023	8700 0 of 0	0	36 \$	4,405.86	Z.A.P. Marketing Corp
BATLLC-703203611	664.32	68153	2/1/2023	2/3/2023	68153 1 of 1	1	36 \$	15,469.38	Z.A.P. Marketing Corp
BATLLC-703215251	325.82	32241	2/1/2023	3/2/2023	32241 0 of 0	0	36 \$	6,329.88	Z.A.P. Marketing Corp
BATLLC-703218395	160.54	17585	1/31/2023	2/17/2023	17585 0 of 0	0	36 \$	1,867.32	Z.A.P. Marketing Corp
BATLLC-703230620	201.77	8063	2/1/2023	3/1/2023	8063 0 of 0	0	36 \$	2,980.53	Z.A.P. Marketing Corp
BATLLC-703239701	251.71	15533	1/31/2023	2/10/2023	15533 0 of 1	0	35 \$	4,208.66	Z.A.P. Marketing Corp
BATLLC-703242371	154	6613	1/31/2023	2/13/2023	6613 0 of 1	0	35 \$	1,643.78	Z.A.P. Marketing Corp

BATLLC-705931892	159.48	7572	2/3/2023	3/1/2023	7572 0 of 0	0	36 \$	1,838.70	Z.A.P. Marketing Corp
BATLLC-705956546	186.09	8074	2/3/2023	2/23/2023	8074 0 of 0	0	36 \$	2,557.17	Z.A.P. Marketing Corp
BATLLC-705967025	249.26	19303	2/3/2023	2/13/2023	19303 0 of 1	0	35 \$	4,144.35	Z.A.P. Marketing Corp
BATLLC-706010033	341.95	11016	2/3/2023	3/3/2023	11016 0 of 0	0	36 \$	6,765.39	Z.A.P. Marketing Corp
BATLLC-707159957	158.4	10286.27	2/6/2023	3/2/2023	10286.27 0 of 0	0	36 \$	1,809.54	Z.A.P. Marketing Corp
BATLLC-707303912	262.2	25681	2/7/2023	2/22/2023	25681 0 of 0	0	36 \$	4,612.14	Z.A.P. Marketing Corp
BATLLC-707361875	197.1	7554	2/6/2023	2/21/2023	7554 0 of 0	0	36 \$	2,854.44	Z.A.P. Marketing Corp
BATLLC-707515307	206.09	7895	2/7/2023	2/17/2023	7895 0 of 0	0	36 \$	3,097.17	Z.A.P. Marketing Corp
BATLLC-707519405	339.22	29141	2/7/2023	2/17/2023	29141 0 of 0	0	36 \$	6,691.68	Z.A.P. Marketing Corp
BATLLC-707612576	153.63	8435	2/7/2023	3/3/2023	8435 0 of 0	0	36 \$	1,680.75	Z.A.P. Marketing Corp
BATLLC-707645843	251	26842	2/7/2023	2/17/2023	26842 0 of 0	0	36 \$	4,309.74	Z.A.P. Marketing Corp
BATLLC-707776166	251.69	15771	2/7/2023	3/1/2023	15771 0 of 0	0	36 \$	4,328.37	Z.A.P. Marketing Corp
BATLLC-707846753	149.85	6777	2/8/2023	3/3/2023	6777 0 of 0	0	36 \$	1,578.69	Z.A.P. Marketing Corp
BATLLC-707929274	241.92	7277	2/8/2023	2/24/2023	7277 0 of 0	0	36 \$	4,064.58	Z.A.P. Marketing Corp
BATLLC-708591959	247.37	11951	2/8/2023	2/16/2023	11951 0 of 0	0	36 \$	4,211.73	Z.A.P. Marketing Corp
BATLLC-708634724	209.18	14489	2/7/2023	3/3/2023	14489 0 of 0	0	36 \$	3,180.60	Z.A.P. Marketing Corp
BATLLC-708672842	206.27	18970	2/8/2023	3/3/2023	18970 0 of 0	0	36 \$	3,102.03	Z.A.P. Marketing Corp
BATLLC-709081055	315.03	26238	2/8/2023	2/27/2023	26238 0 of 0	0	36 \$	6,038.55	Z.A.P. Marketing Corp
BATLLC-709123040	228.27	21609	2/8/2023	3/1/2023	21609 0 of 0	0	36 \$	3,696.03	Z.A.P. Marketing Corp
BATLLC-709198904	445.98	32775.21	2/8/2023	3/3/2023	32775.21 0 of 0	0	36 \$	9,574.20	Z.A.P. Marketing Corp
BATLLC-709199129	310.47	26228	2/8/2023	3/6/2023	26228 0 of 0	0	36 \$	5,915.43	Z.A.P. Marketing Corp
BATLLC-709202939	254.38	7900	2/9/2023	2/17/2023	7900 0 of 0	0	36 \$	4,401.00	Z.A.P. Marketing Corp
BATLLC-709267979	207.45	10352	2/9/2023	3/15/2023	10352 0 of 0	0	36 \$	3,133.89	Z.A.P. Marketing Corp
BATLLC-709369961	277.69	6885	2/9/2023	3/3/2023	6885 0 of 0	0	36 \$	5,030.37	Z.A.P. Marketing Corp
BATLLC-709503788	325.43	16606	2/9/2023	3/3/2023	16606 0 of 0	0	36 \$	6,319.35	Z.A.P. Marketing Corp
BATLLC-704163122	250.06	25739	2/1/2023	2/3/2023	25739 1 of 2	1	35 \$	4,165.35	Z.A.P. Marketing Corp
BATLLC-627105262	840.16	51002	9/6/2022	9/28/2022	51002 4 of 5	4	35 \$	19,655.48	Z.A.P. Marketing Corp
BATLLC-642082208	285.72	23916	10/13/2022	10/24/2022	23916 3 of 4	3	35 \$	5,101.43	Z.A.P. Marketing Corp
BATLLC-646582871	323.43	27246	10/14/2022	10/19/2022	27246 3 of 4	3	35 \$	6,091.31	Z.A.P. Marketing Corp
BATLLC-648797459	254.57	8305	10/18/2022	11/14/2022	8305 3 of 3	3	36 \$	4,406.13	Z.A.P. Marketing Corp
BATLLC-649937924	507.48	20259.95	10/20/2022	10/21/2022	20259.95 4 of 4	4	36 \$	11,234.70	Z.A.P. Marketing Corp
BATLLC-650332547	517.26	48100	10/20/2022	11/18/2022	48100 2 of 3	2	35 \$	11,179.35	Z.A.P. Marketing Corp
BATLLC-652060061	284.42	16924	10/25/2022	11/14/2022	16924 2 of 4	2	34 \$	4,922.52	Z.A.P. Marketing Corp
BATLLC-654117389	608.15	46059	10/31/2022	11/24/2022	46059 0 of 2	0	34 \$	13,177.64	Z.A.P. Marketing Corp
BATLLC-654155921	473.05	7913	10/31/2022	11/11/2022	7913 0 of 3	0	33 \$	9,446.33	Z.A.P. Marketing Corp
BATLLC-654184403	254.38	8295	10/31/2022	11/4/2022	8295 2 of 4	2	34 \$	4,156.50	Z.A.P. Marketing Corp
BATLLC-654424808	617.28	31254	11/1/2022	11/10/2022	31254 0 of 2	0	34 \$	13,410.45	Z.A.P. Marketing Corp
BATLLC-654504965	261.73	5374	11/1/2022	11/14/2022	5374 3 of 3	3	36 \$	4,599.45	Z.A.P. Marketing Corp
BATLLC-655370054	846.29	89989	11/16/2022	12/9/2022	89989 0 of 2	0	34 \$	19,250.21	Z.A.P. Marketing Corp

BATLLC-670324229	335.43	22647	12/27/2022	12/30/2022	22647 1 of 1	1	36 \$	6,589.35	Z.A.P. Marketing Corp
BATLLC-670586888	252.96	13309	12/6/2022	12/19/2022	13309 1 of 2	1	35 \$	4,241.48	Z.A.P. Marketing Corp
BATLLC-671395190	250.65	13499	12/6/2022	12/12/2022	13499 2 of 2	2	36 \$	4,300.29	Z.A.P. Marketing Corp
BATLLC-672147239	296.01	32666	12/7/2022	12/27/2022	32666 1 of 1	1	36 \$	5,525.01	Z.A.P. Marketing Corp
BATLLC-672363776	272.85	15882	12/8/2022	12/27/2022	15882 1 of 2	1	35 \$	4,763.59	Z.A.P. Marketing Corp
BATLLC-672389945	357.05	23460	12/9/2022	12/28/2022	23460 1 of 2	1	35 \$	6,973.84	Z.A.P. Marketing Corp
BATLLC-672409640	126.09	10517	12/9/2022	12/16/2022	10517 0 of 4	0	32 \$	833.04	Z.A.P. Marketing Corp
BATLLC-672446588	339.2	15176	12/12/2022	12/23/2022	15176 0 of 2	0	34 \$	6,319.41	Z.A.P. Marketing Corp
BATLLC-673866419	251.54	16926	12/14/2022	12/23/2022	16926 1 of 2	1	35 \$	4,204.20	Z.A.P. Marketing Corp
BATLLC-674228096	271.44	26259	12/14/2022	1/13/2023	26259 0 of 1	0	35 \$	4,726.58	Z.A.P. Marketing Corp
BATLLC-676274168	238.28	10136	12/20/2022	1/10/2023	10136 0 of 1	0	35 \$	3,856.13	Z.A.P. Marketing Corp
BATLLC-676287512	259.42	8967	12/20/2022	1/4/2023	8967 1 of 2	1	35 \$	4,411.05	Z.A.P. Marketing Corp
BATLLC-676333793	303.24	24823	12/21/2022	1/17/2023	24823 0 of 1	0	35 \$	5,561.33	Z.A.P. Marketing Corp
BATLLC-676935359	251.43	11629	12/21/2022	1/3/2023	11629 1 of 2	1	35 \$	4,201.31	Z.A.P. Marketing Corp
BATLLC-677224820	227.2	13456	12/22/2022	1/5/2023	13456 1 of 2	1	35 \$	3,565.28	Z.A.P. Marketing Corp
BATLLC-677381810	254.32	7502	12/23/2022	1/3/2023	7502 1 of 2	1	35 \$	4,277.18	Z.A.P. Marketing Corp
BATLLC-678434570	253.77	9050	12/28/2022	1/23/2023	9050 0 of 1	0	35 \$	4,262.74	Z.A.P. Marketing Corp
BATLLC-679706804	251.02	10825	12/28/2022	1/3/2023	10825 1 of 2	1	35 \$	4,190.55	Z.A.P. Marketing Corp
BATLLC-681725885	314.36	26157	12/30/2022	1/17/2023	26157 1 of 1	1	36 \$	6,020.46	Z.A.P. Marketing Corp
BATLLC-681736031	269.25	15805	12/30/2022	1/3/2023	15805 1 of 2	1	35 \$	4,669.09	Z.A.P. Marketing Corp
BATLLC-681822851	203.47	18633	12/30/2022	1/27/2023	18633 0 of 1	0	35 \$	2,942.36	Z.A.P. Marketing Corp
BATLLC-686671061	204.54	6760	1/6/2023	2/3/2023	6760 0 of 1	0	35 \$	2,970.45	Z.A.P. Marketing Corp
BATLLC-693190631	253.67	10224	1/19/2023	1/27/2023	10224 1 of 1	1	36 \$	4,381.83	Z.A.P. Marketing Corp
BATLLC-713545763	548.19	44955	3/2/2023	2/16/2023	44955 0 of 1	0	35 \$	11,991.26	Z.A.P. Marketing Corp
BATLLC-718601021	156.34	28119.66	2/22/2023	2/24/2023	28119.66 0 of 2	0	34 \$	1,656.48	Z.A.P. Marketing Corp
BATLLC-655489220	313.97	29841	11/4/2022	11/7/2022	29841 2 of 3	2	35 \$	5,842.99	Z.A.P. Marketing Corp
BATLLC-699626444	263.31	20031	1/25/2023	2/2/2023	20031 0 of 1	0	35 \$	4,513.16	Z.A.P. Marketing Corp
BATLLC-700454246	192.71	6142	1/26/2023	1/30/2023	6142 1 of 2	1	35 \$	2,659.91	Z.A.P. Marketing Corp
BATLLC-659079905	253.13	12540	11/10/2022	12/1/2022	12540 3 of 4	3	35 \$	4,245.94	Z.A.P. Marketing Corp
BATLLC-660459353	376	29273.9	11/15/2022	11/25/2022	29273.9 3 of 5	3	34 \$	7,257.81	Z.A.P. Marketing Corp
BATLLC-674088719	262.34	26554	12/17/2022	1/17/2023	26554 1 of 2	1	35 \$	4,487.70	Z.A.P. Marketing Corp
BATLLC-677814914	403.29	40921	12/23/2022	1/17/2023	40921 1 of 2	1	35 \$	8,187.64	Z.A.P. Marketing Corp
BATLLC-693608678	252.62	10546	1/20/2023	2/6/2023	10546 1 of 2	1	35 \$	4,232.55	Z.A.P. Marketing Corp
BATLLC-672705326	427.04	34010.79	12/13/2022	12/22/2022	34010.79 1 of 3	1	34 \$	8,559.33	Z.A.P. Marketing Corp

\$ 1,859,726.10

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I am employed in the County of Ventura, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1860 Bridgegate Street, Westlake Village, California 91361-1409.

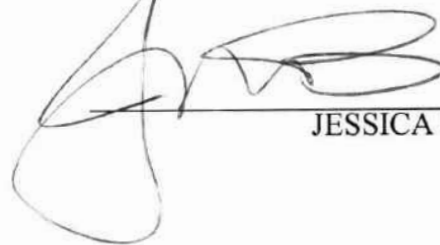
On February 21, 2024, I served the foregoing document described as **PROOF OF CLAIM; THE LITIGATION PRACTICE GROUP PC - AFFILIATE AGREEMENT; ACCOUNTS RECEIVABLE PURCHASE AGREEMENT; ZAP PIPELINE; ZAP UNIVERSE OWED** on the interested parties in said action, by placing sending a true copy thereof by email, addressed as follows:

The Litigation Practice Group P.C. Claims Processing c/o Omni Agent Solutions 5955 De Soto Avenue Suite 100 Woodland Hills, CA 91367 Telephone # 818-906-8300	
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☒ [VIA FEDERAL EXPRESS (FEDEX® EXPRESS)] I enclosed the documents in an envelope or package in accordance with the guidelines provided by Federal Express® and addressed to the person(s) listed above. I placed the envelope or package for collection at our office in Westlake Village by an authorized representative of Federal Express®, using Tracking No. 7752 6480 9345.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 21, 2024, at Westlake Village, California.



JESSICA BURGESS

ORIGIN ID: JSNA (805) 495-4044
SAMUEL J. ARSHT, ESQ.
SILVER & ARSHT
1860 BRIDGEGATE STREET
WESTLAKE VILLAGE, CA 91361

SHIP DATE: 21FEB24
ACTWGT: 0.09 LB
CAD: 4162531/INET14535
BILL SENDER

TO LITIGATION PRACTICE GROUP-CLAIMS

C/O OMNI AGENT SOLUTIONS
5955 DESOTO AVENUE
SUITE 100

WOODLAND HILLS CA 91367

(318) 906-8300 REF: ZAP MARKETING
INV: DEPT:



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TRK# 7752 6480 9345
0201

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ADVERARY PROCEEDING COVER SHEET

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Richard A. Marshack, Trustee of the LPG Liquidation Trust	DEFENDANTS Outsource LLC, dba Apex Marketing LLC, a Delaware Limited Liability Company; Ali Kash, individually and as principal of Outsource LLC; Z.A.P. Marketing Corp., a California Corporation; Mohamed Hegazi, an individual and Chief Executive Officer of Z.A.P. Marketing Corp.; and Zeid Nesheiwat, a principal of Z.A.P. Marketing Corp.,	
ATTORNEYS (Firm Name, Address, and Telephone No.) Yosina M. Lissebeck (SBN 201654) Jacob R. Bothamley (319457) DINSMORE & SHOHL LLP 655 West Broadway, Suite 800 San Diego, CA 92101 Telephone (619) 400-0500 yosina.lissebeck@dinsmore.com Jacob.bothamley@dinsmore.com	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Complaint For: (1) Avoidance, Recovery, And Preservation Of 4-Year Actual Fraudulent Transfers; (2) Avoidance, Recovery, And Preservation Of 4-Year Constructive Fraudulent Transfers; (3) Avoidance, Recovery, And Preservation Of 2-Year Actual Fraudulent Transfers; (4) Avoidance, Recovery, And Preservation Of 2-Year Constructive Fraudulent Transfers; (5) Avoidance, Recovery, And Preservation Of Transfers Within 90-Days Of The Petition Date; (6) Avoidance, Recovery, And Preservation Of Post-Petition Transfers; (7) Turnover; (8) Aiding And Abetting Fraud; And (9) Disallowance Of Claims		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(a) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input checked="" type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(b) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(c) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(d) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(e) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(f) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(f) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(g) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief- imposition of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 7001(h) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(i) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(j) Determination of Removed Action <input type="checkbox"/> 01-Determination of remove d claim or cause Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ 1,059,943.03	
Other Relief Sought		

B1040 (FORM 1040) (12/24)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR The Litigation Practice Group P.C.		BANKRUPTCY CASE NO. 8:23-bk-10571-SC
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Santa Ana	NAME OF JUDGE Scott C. Clarkson
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Jacob R. Bothamley		
DATE March 19, 2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Yosina M. Lissebeck Jacob R. Bothamley Attorneys for Plaintiff, Richard A. Marshack, Trustee of the LPG Liquidation Trust	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.